



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, SEPTEMBER 26, 2022, 8:30 AM
REGULAR SESSION, TUESDAY, SEPTEMBER 27, 2022, 5:30 PM
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **Minutes For Approval**
 - a. Work Session - September 12, 2022 & Regular Session - September 13, 2022
Recommended Action: Approve
Documents:
5. **For Consideration**
 - a. Beer and Wine License - Parulben Patel of Burlington, LLC., DBA Kraftland - 4592 North Valdosta Road, Suite B, Valdosta, GA
Recommended Action: Approve
Documents:
 - b. South Lowndes LAS Expansion Assessment and Testing
Recommended Action: Approve
Documents:
 - c. Transportation Investment Act (TIA) Old Clyattville Road Widening Project Agreement
Recommended Action: Approve
Documents:
 - d. Comprehensive Facilities Energy Savings Project Amendment Resolution
Recommended Action: Adopt
Documents:
6. **Reports - County Manager**
7. **Citizens Wishing To Be Heard - Please State Your Name and Address**
8. **Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer and Wine License - Parulben Patel of Burlington, LLC., DBA
Kraftland - 4592 North Valdosta Road, Suite B, Valdosta, GA

DATE OF MEETING: September 27, 2022

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer and Wine License - Parulben Patel of Burlington, LLC., DBA Kraftland -
4592 North Valdosta Road, Suite B, Valdosta, GA

HISTORY, FACTS AND ISSUES: Parulben Patel of Burlington, LLC., DBA Kraftland -4592 North Valdosta Road,
Suite B, Valdosta, GA, is requesting a license for the sale of beer and wine for consumption off premises. This
is a new establishment. The ordinance and guidelines for the approval of the license have been met. All forms
are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approval of the Beer and Wine License
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Alcoholic Beverage License Application
Lowndes County Board of Commissioners
Finance Department – Licensing Division**

Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.

1. TYPE OF LICENSE(S) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Sunday Sales)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Burlington, LLC DBA - KRAFTLAND

3. Applicant's Business or Trade Name (if different than official legal name):

Burlington, LLC DBA Kraftland

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

N/A

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

Parulben Patel

6. Street Address of establishment for which license is sought:

4592 N. Valdosta Rd Suite B
Valdosta, GA 31602

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

N/A

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Smoke shop with beer and wine to be
consumed off premise.

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: 4313 N. Valdosta Rd
North Valdosta Church of Christ Valdosta, GA 31602

School, college or other educational facility or grounds: Wiregrass GA Technical
College 4089 Val Tech Rd Valdosta, GA 31602

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? YES NO

If yes, please explain. [Attach additional pages if more space needed]

N/A

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? YES NO

If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

N/A

12. Type of Legal Entity applying for license: Individual Partnership
 Joint Venture Corporation
 Firm Association
 Limited Liability Company (LLC)
 Other: _____

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

Parulben Patel

Member Name

4420 Summerhill Place
Valdosta, GA 31602

Address

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

Name

Address

Name

Address

Name

Address

Name

Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES [X] NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES [X] NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) [X] YES [] NO

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

~~_____~~ - New establishment -

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card? [X] YES [] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) [X] YES [] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the Managing Member of Burlington LLC is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1st and expiring December 31st, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

Submitted herewith is the sum of \$ 650.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

[Signature]
Signature of Individual Making this Application

Date: 9-6-22

Sworn to and subscribed before me
this 6th day of Sept, 2022.
[Signature]
Notary Public

My commission expires: 9-24-25



ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: Green Card.

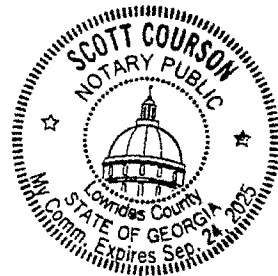
In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Valdosta (city), GA (state).

Parulben Patel
Signature of Applicant
Parulben Patel
Printed Name of Applicant

Sworn to and subscribed before me this 6th day of Sept 20 22
Scott Courson
Notary Public

My commission expires: 9-24-25



ATTACHMENT D

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

Parul
Signature of Exempt Private Employer

Parulben Patel
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on Sept 6, 2022 in Valdosta (city), GA (state).

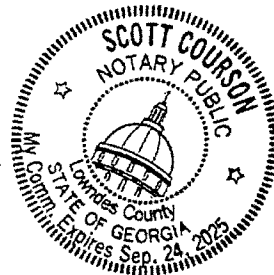
Parul
Signature of Authorized Officer or Agent

Parulben Patel
Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 6th day of Sept, 2022

Scott Courson
Notary Public

My commission expires: 9-24-25



NON-CRIMINAL JUSTICE APPLICANT'S PRIVACY RIGHTS

As an applicant that is the subject of a Georgia only or a Georgia and Federal Bureau of Investigation (FBI) national fingerprint/biometric-based criminal history record check for a non-criminal justice purpose (such as an application for a job or license, immigration or naturalization, security clearance, or adoption), you have certain rights which are discussed below.

- You must be provided written notification that your fingerprints/biometrics will be used to check the criminal history records maintained by the Georgia Crime Information Center (GCIC) and the FBI, when a federal record check is so authorized.
- If your fingerprints/biometrics are used to conduct a FBI national criminal history check, you are provided a copy of the Privacy Act Statement that would normally appear on the FBI fingerprint card.
- If you have a criminal history record, the agency making a determination of your suitability for the job, license, or other benefit must provide you the opportunity to complete or challenge the accuracy of the information in the record.
- The agency must advise you of the procedures for changing, correcting, or updating your criminal history record as set forth in Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a Georgia or FBI criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the agency denies you the job, license or other benefit based on information in the criminal history record.
- In the event an adverse employment or licensing decision is made, you must be informed of all information pertinent to that decision to include the contents of the record and the effect the record had upon the decision. Failure to provide all such information to the person subject to the adverse decision shall be a misdemeanor [O.C.G.A. § 35-3-34(b) and §35-3-35(b)].

You have the right to expect the agency receiving the results of the criminal history record check will use it only for authorized purposes and will not retain or disseminate it in violation of state and/or federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.

If the employment/licensing agency policy permits, the agency may provide you with a copy of your Georgia or FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, information regarding how to obtain a copy of your Georgia, FBI or other state criminal history may be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

If you decide to challenge the accuracy or completeness of your Georgia or FBI criminal history record, you should send your challenge to the agency that contributed the questioned information. Alternatively, you may send your challenge directly to GCIC provided the disputed arrest occurred in Georgia. Instructions to dispute the accuracy of your criminal history can be obtained at the GBI website (<http://gbi.georgia.gov/obtaining-criminal-history-record-information>).

PP

PRIVACY ACT STATEMENT

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application, supplemental authorities include Federal statutes, State statutes pursuant to Pub. L. 92-544, Presidential Executive Orders, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances, may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsible agency, and/or the FBI for the purpose of comparing your fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained, your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine uses include, but are not limited to, disclosures to: employing, governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations; local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

PD.

APPENDIX A
FEEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00 125.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00 125.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	(250.00)
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	(150.00)

LOWNDES COUNTY CODE ENFORCEMENT
INCIDENT REPORT

Date: 09/12/2022
Reported By: Ken Carter, Officer

INCIDENT NO: _____

Inspection Date: 09/12/2022
Inspection / Reinspection ✓
Time: 1415 Hours

Occupant Name: Burlington LLC, dba Kraftland
Property Address: 4592 North Valdosta Road
Suite B
Valdosta, Georgia 31602

Owner Name: Same
Mailing Address: Same
Parcel: 0055 055
Zoning: C-H

Complaint: Distance Check
Violation(s): None
Case Disposition: Closed

Narrative: I was requested to complete a distance check by the finance department for Burlington LLC, dba Kraftland; 4592 North Valdosta Road Suite B Valdosta, Georgia 31602. The results are as follows:

Nearest Church:
Valdosta Islamic Center
4004 Stewart Circle
Valdosta, Georgia 31602
.5 miles

Nearest School:
Valwood School
4380 Highway 41 North
Valdosta, Georgia 31602
2.4 miles //

//NOTHING FOLLOWS//

Ken Carter

Signature

4592 N Valdosta Rd



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: South Lowndes LAS Expansion Assessment and Testing

DATE OF MEETING: September 27, 2022

Work Session/Regular Session

BUDGET IMPACT: \$45,460.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: South Lowndes LAS Expansion Assessment and Testing

HISTORY, FACTS AND ISSUES: As a part of our South Lowndes LAS expansion, additional assessments and testing is required. This will involve complex testing to determine and clarify several variables including capacity, nitrate levels both on-site and off-site, nitrate source, etc. Nutter and Associates has prepared a quote to provide these services for \$45,460.00. Staff recommends approving Nutter and Associates to perform the South LAS expansion assessment and testing for \$45,460.00, and authorizing the Chairman to sign the contract.

OPTIONS: 1. Approve the South Lowndes Expansion Assessment and Testing.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Georgia (Corporate)

360 Hawthorne Lane
Athens, GA 30606

PHONE 706.354.7925

EMAIL info@nutterinc.com

North Carolina

304 New Leicester Hwy., Ste. B
Asheville, NC 28806

PHONE 828.539.3008

WEB nutterinc.com

September 13, 2022

Steve Stalvey, Utilities Director
Lowndes County Utility Department
c/o Jared Wozny, P.E.
Carter & Sloope, Inc.
6310 Peake Road
Macon, Georgia 31210

Subject: South Lowndes County Land Application System Study and Expansion Assessment, 5398 Grassy Pond Road, Lake Park, Lowndes County, Georgia. Proposal No. 16-124-2022.

Dear Steve,

Nutter & Associates, Inc. (NAI) is pleased to provide the Lowndes County Utility Department this proposal for conducting a review of the suitability of the proposed expansion area and non-mechanical aspects of the South Lowndes land application system (LAS). The scope of work addresses:

- Phase I - Desktop study of additional land tract north of U1 & capacity estimate
- Phase II - Ground Truthing of additional land tract north of U1 & revised capacity estimate
- Volumetric change analysis of the wastewater holding pond
- Groundwater nitrate fate and transport modeling
- Offsite nitrate source screening study

Task 1. Phase I - Desktop study of additional land tract north of U1 & capacity estimate

NAI will conduct a desktop evaluation of the county owned land adjacent to the existing LAS using Geographic Information System (GIS) software and a review of published literature of the soils and hydrogeologic resources of Lowndes County. GIS software will be used to evaluate the

identified tract with respect to NRCS soil mapping data, National Wetland Inventory mapping, FEMA mapping, and USGS topographic data. The area of suitable soil and wastewater capacity of the property will be the estimated based on the desktop review. The soils on the tract will be categorized in terms of their potential for wastewater management.

A technical memorandum will be prepared that summarizes the methodology of our evaluation and the results of our desktop assessment. The report will include figures that convey the attributes and limitations of the site. The report will include the estimated wastewater assimilative capacity of the site and the area of potentially suitable soil. The report will include recommendations for field confirmation as well as detailed investigation work necessary for permitting a LAS.

Task 2. Phase II – Ground Truthing of additional land tract north of U1 & revised capacity estimate

To ground truth the property evaluated in Task 1, NAI staff will advance approximately twelve hand auger soil borings across the projected suitable area as determined in the desktop analysis. The observed soils will be described, and soil logs will be completed in the field. The soil log descriptions will include texture, color, slope, depth to wetness indicators, and depth to water restrictive horizons.

All boring locations will be recorded with a Global Navigation Satellite System (GNSS) receiver with sub-meter accuracy, differentially corrected, and plotted on a site map, and compared to the published NRCS soil mapping of the site. Areas identified as suitable for wastewater irrigation will be identified on a preliminary suitability map. A revised technical memorandum will be prepared that summarizes the methodology of our evaluation and the results of our assessment. The report will include a revised estimate of the wastewater assimilative capacity of the site and the area identified as suitable soil.

Task 3 – Groundwater Nitrate-Nitrogen Fate & Transport Modeling Analysis

NAI will conduct a STUMOD modeling analysis to assess groundwater nitrate migration at the existing LAS. STUMOD (Geza, et al., 2014) has been identified as an acceptable analytical model for calculating nitrogen species transformations and concentrations in the soil (unsaturated vadose zone) beneath wastewater application areas and in the saturated zone (groundwater) downgradient from application areas. This modeling effort will enable steady-state estimates of the extent and distance of nitrate migration associated with the LAS. Having model results combined with additional groundwater data in the downgradient direction (provided by others) will provide more insight into the likelihood of potential adverse effects to downgradient receptors or water bodies from migration of groundwater nitrates.

To populate inputs into the groundwater model, NAI proposes to conduct slug tests in selected groundwater monitoring wells to measure hydraulic conductivity of the surficial aquifer. In addition, groundwater samples will be collected to measure the total organic carbon content in groundwater of surficial aquifer zone.

A technical memorandum will be prepared that describes the basis of the model, its characteristics, and the assumptions applied to the model variables used in the calculations. The report will include figures that convey steady-state fate and transport predictions of nitrate through the soil and the groundwater zone. The report will identify potential downgradient receptors (e.g., wells, waterbodies) that could be impacted by nitrate migration, if any.

Task 4. Field Installation and Data Acquisition for Holding Pond Study

NAI will conduct a volumetric change analysis to discern whether significant unaccountable losses of holding pond wastewater effluent (i.e., leakage) can be detected. NAI will deploy pressure transducers at the site to monitor water levels in the holding pond. One pressure transducer will be deployed nearby to allow for correction of barometric pressures. To deploy the transducers in the holding pond, two stilling wells will be installed at opposite ends of the pond. To evaluate effects of climate on the water table elevations a weather station and an evaporation pan will be installed onsite. The weather station will record measurements of temperature, precipitation, wind speed, and the evaporation pan water levels.

Once the equipment is installed, the water elevation in the holding pond will be monitored (utilizing HOBO pressure transducer loggers) for approximately one month.

It is assumed that during the month, Lowndes County personnel needs to closely track the wastewater flow volumes and timing that are conveyed into the holding pond, as well as the volumes and timing of wastewater that leaves the pond via spray irrigation. In addition, periodic water level checks of the evaporation pan will need to be performed by Lowndes County personnel.

Once the monitoring period is over the pressure transducers will be retrieved and stilling wells will be decommissioned.

Task 5. Data Analysis and Reporting for Holding Pond Study

After the holding pond and site weather data are collected, it will be processed and utilized to develop a water balance based on the inflow records into the holding pond, documented irrigation volumes, precipitation inputs, and evaporative losses measured and calculated during the study period. Water volumes in the ponds will be calculated using the Polygon Volume

toolset in ArcGIS 10.5 and information about the pond design to be obtained from Carter & Sloope. NAI will analyze the data to assess whether substantial unaccounted water volumes, attributable to leakage, can be identified. Findings from the water elevation study will be presented in a technical memorandum that will document the study methodology, implementation, collected data, and calculated percolation rates. Figures will be prepared that indicate the location of deployed pressure transducers and weather station. Site photographs of the stilling wells, evaporation pan, and weather station will be included.

Task 6. Nitrate Source Screening Study

NAI will screen nitrate concentrations in surrounding water bodies using a field instrument equipped with an ion-specific UV detector. Neighboring water bodies that will be targeted for screening include: Ocean Pond, Pike Pond, Lot Pond, Grassy Pond, Fly Pond, and the unnamed tributary of the Withlacoochee River that flows near the southeastern corner of the LAS. We understand access to these waterbodies will be facilitated by Lowndes County personnel and NAI will not enter onto private property without permission.

NAI will come prepared with a small portable watercraft (kayak or similar) in case we are permitted onto any of the ponds. If access is available to us, we will attempt to measure nitrate levels at multiple depths at several locations across the accessed waterbodies. The locations of each screening will be recorded using GNSS data.

The results of the nitrate source screening will be presented in a technical memorandum report. The location of each sampling location will be identified on figures that are incorporated into the report. Insights regarding the distribution and concentrations of field screening measurements will be discussed in the report.

Budget and Schedule

The not-to-exceed cost for the work outlined above is:

Task 1.	Phase I-Desktop study of additional land tract north of U1 & capacity estimate	\$2,500
Task 2.	Phase II-Ground Truthing of tract north of U1 & revised capacity estimate	\$6,400
Task 3.	Groundwater Nitrate-Nitrogen Fate & Transport Modeling Analysis	\$10,600
Task 4.	Field Installation and Data Acquisition for Holding Pond Study	\$10,000
Task 5.	Data Analysis and Reporting for Holding Pond Study	\$7,160
Task 6.	Nitrate Source Screening Study	\$8,800
	Total	\$45,460

The above budget is contingent upon NAI being authorized to complete field work aspects of Tasks 2, 3, 4, and 6 during the same field mobilization.

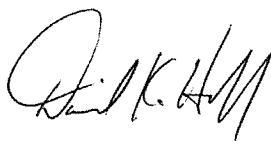
NAI can begin preparation of field tasks within two weeks of authorization. We anticipate completion of all tasks will take up to four months if authorization of all tasks is received concurrently.

If the scope of work meets your needs, and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms and budget. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks. Tasks not included in the scope of work will not be performed until authorization from you or your authorized representative is received.

Nutter & Associates is pleased to present this scope of work and budget. If you have any questions regarding the proposed budget, schedule, and/or scope, please do not hesitate to contact us. We look forward to working with you.

Sincerely,

Nutter & Associates, Inc.

A handwritten signature in black ink, appearing to read "D. K. Huff". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David K. Huff, PG, CPSS, CPAg
Principal, Senior Scientist

Professional Services Contract

OFFICE USE ONLY:

Project Number 16-124-2022
Date September 13, 2022
Project Name Lowndes County Land Application System
Description of Services Land Application and Expansion Assessment
Cost of Services* \$45,460.00
Invoice Format Time & Expense
Billing Frequency Monthly

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information Company Name:

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to**

(If different from Contact)

Name:

Email:

If hard copy of invoice is required, please include mailing address

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

*This price is good for 6 months from the scope date.

**If applicable, please notify your NAI point of contact with special billing instructions.

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. **Payment Terms.** Client shall pay all amounts due to Nutter & Associates, Inc. ("NAI", "We", and "Our") upon receipt of each invoice from NAI. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one-and-one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by NAI in connection with the collection of any amounts properly due and payable to NAI in accordance with the terms of the Proposal and these Terms and Conditions.
2. **Performance Standard.** NAI shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that NAI makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by NAI shall not be construed as any representation or warranty with respect to the Services. NAI HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **Limitation of Liability.** Client hereby agrees that NAI's total aggregate liability for any damages incurred by Client in connection with NAI's performance of or failure to perform the Services shall not exceed the lesser of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) NAI's total fee for the Services. IN NO EVENT SHALL NAI BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NAI.
4. **Insurance Coverage.** NAI shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00; and (iv) umbrella liability insurance coverage on an occurrence basis in an amount not less than \$5,000,000.00 with an aggregate limit of not less than \$5,000,000.00; and (v) professional liability/contractors pollution insurance coverage for each wrongful act (professional liability) of \$2,000,000.00, each pollution condition (contractors pollution) of \$1,000,000.00 with a policy aggregate limit of not less than \$2,000,000.00. NAI shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.
5. **Damage to Man-Made Objects.** Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by NAI as part of the Services. Client hereby agrees to indemnify and hold NAI harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with NAI's performance of the Services where such unusual subsurface conditions or the presence of such subsurface structures or objects are not disclosed by Client to NAI in writing prior to the performance of the Services. Client's obligation to indemnify NAI in accordance with this Section 5 shall include all expenses incurred by NAI in connection with Indemnified Claims, including, without limitation, NAI's reasonable attorney's fees.
6. **Damage to Work in Place.** Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by NAI as part of the Services ("Work in Place") and which are outside of the control of NAI. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate NAI to re-perform or replace any Work in Place:
 - (a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;
 - (b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause physical modification of any stream channels;
 - (c) The cutting and/or removal of either existing vegetation or vegetation planted by NAI within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and
 - (d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that NAI perform such work as may be necessary to correct such damage or destruction. NAI shall provide Client with a new proposal for the performance of such work, and Client may, but shall not be obligated, to engage NAI to perform such work in accordance with the terms of the new proposal.
7. **Governing Law.** The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.
8. **Entire Agreement.** The Proposal and these Terms and Conditions constitute the entire agreement between NAI and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.
9. **Binding Effect.** The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of NAI and Client.
10. **Indemnification.** Client shall indemnify, defend and hold harmless, NAI, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to NAI by reason of any breach or violation by Client (including but not limited to its agents, representatives, employees, third-party consultants or contractors) of any representation, warranty, covenant, or condition contained in this Agreement or any negligent, willful or fraudulent act or omission by Client (as defined above) arising from or related to this Agreement.
11. **COVID-19 Impacts.** Due to fluctuating COVID-19 restrictions that are outside of NAI's control, NAI's ability to meet the timelines outlined herein may be compromised. Should timelines vary for this reason, NAI will notify the Client. Additionally, the contract amount stated herein may change if additional time and expense are required to be compliant with unforeseen COVID-19 restrictions or for the related protection of NAI's staff. Should NAI's fees increase accordingly, NAI will quantify the increase and get the Client's written approval before continuing.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Transportation Investment Act (TIA) Old Clyattville Road
Widening Project Agreement

DATE OF MEETING: September 27, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Old Clyattville Road Widening Project Agreement

HISTORY, FACTS AND ISSUES: The board approved submitting the Transportation Investment Act (TIA) Local Government Application for project delivery for Old Clyattville Road Widening at the June 28, 2022 commission meeting. The Georgia Department of Transportation (GDOT) approved the application and sent staff the attached Project Agreement for approval. The agreement is required to be executed prior to beginning work. Once the agreement has been executed, a written Notice to Proceed from GDOT is required prior to beginning work.

OPTIONS: 1. Approve the agreement as presented and authorize the Chairman to execute the agreement.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT



By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into as of _____ ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and LOWNDES COUNTY, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

1) Old Clyattville Road Widening, SGRC-108, P.I. 0016270

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint

or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

**ARTICLE I
SCOPE AND PROCEDURE**

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

B. **Local Project Delivery Application.** The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. **Applicable Laws, Regulations and Standards.** During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual - Processes and Procedures, available on the DEPARTMENT'S website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. **Notices to Proceed.** The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities - Concept Report Approval
- 2) Preliminary Engineering Activities - Field Plan Review Approval
- 3) Right of Way
- 4) Construction - Notice to Advertise
- 5) Construction - Notice to Proceed
- 6) Transit - Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. **Right of Way Acquisition.** The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. **Utility/Railroad Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. **Construction.** The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

I. **RESERVED.**

J. **RESERVED.**

K. **Reporting.** During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

**ARTICLE II
REVIEW OF WORK**

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

**ARTICLE III
TERM OF AGREEMENT AND TIME OF PERFORMANCE**

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

**ARTICLE IV
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

**ARTICLE V
INSURANCE**

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

is self-insured and all claims against LOCAL GOVERNMENT will be handled through ACCG.

OR

shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
 - i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

**ARTICLE VI
COMPENSATION AND PAYMENT**

A. 100% TIA Funded Project.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. Eligible Project Costs. Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. Budget Estimate and Reimbursement.

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

- 1) Old Clyattville Road Widening, SGRC-108, P.I. 0016270: TWENTY-ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$21,200,000.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. Process For Payment.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. **Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

**ARTICLE VII
FINAL PAYMENT**

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after

receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE VIII SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

**ARTICLE X
SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

**ARTICLE XI
TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

**ARTICLE XII
MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, and thereafter amended.

ARTICLE XVII

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

L. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.

D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with _____, _____ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

LOWNDES COUNTY, GEORGIA

Commissioner (Seal)

Signature Date

Printed Name/Title

ATTEST:

Treasurer

ATTEST:
I attest to the genuineness of the Seal, and I
further attest that the above named officer is
duly authorized to execute this document.

Signature Date

Printed Name/Title

Federal Employer Identification Number

EXHIBITS

Exhibit A

Work Schedule

Exhibit B

Scope and Procedure

EXHIBIT A
WORK SCHEDULE

1) Old Clyattville Road Widening, SGRC-108, P.I. 0016270

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

EXHIBIT B

SCOPE AND PROCEDURE

- 1)** Construction, operation and maintenance of Old Clyattville Road Widening, SGRC-108, P.I. 0016270

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

APPENDIX A

**LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:**

- 1) Old Clyattville Road Widening, SGRC-108, P.I. 0016270**



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

August 19, 2022

Mr. Michael Fletcher, County Engineer
Lowndes County
327 North Ashley Street
Valdosta, GA 31601

**SUBJECT: PI# 0016270, SGRC-108, Old Clyattville Road Widening
Local Delivery Approval**

Mr. Fletcher:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and Lowndes County is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at bmosley@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Brent Moseley FOR:'. The signature is written in a cursive style.

Kenneth Franks,
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Joe Gillis, TIA Pre-Construction Manager
Bobby Adams, TIA Procurement Manager
Project File



Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant Lowndes County		Main Contact Michael Fletcher, P.E.
Contact Title County Engineer		Phone Number 229-671-2424
Contact Address 327 N Ashley Street		
Address Line 2 2nd Floor Engineering Department		
City Valdosta	State GA	Zip Code 31601

Section II – Project Information			
County Lowndes	City N/A	Congressional District 8	GDOT District 4
Regional Commission Southern Georgia		MPO Region (if applicable)	
Regional Commission ID Number/ PI Number/ and Project Name SGRC-108 / PI 0016270 / Old Clyattville Road Widening - Lowndes			
<input type="checkbox"/> Local Government is LAP Certified			

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

Section III–Attachments

Provide as attachments, the following information:

1. The Local Government’s plan for delivering the selected phase(s) of the Project. Include in this plan the following information:
 - a. Type of resources necessary (internal/external, breakdown by each phase, types, and anticipated costs)
 - b. Type of contracting mechanism
 - c. Local Government’s plan to contract and fund selected phase(s) until TIA revenues are available for reimbursement; and
 - d. If Project is on the State Route system.
2. Previous experience with Project or Program Delivery. List no more than 4 and no less than 2 projects of similar scope and cost. Provide dates of initializing PE, right of way acquisition, letting and completing construction for each. Provide the percentage breakdown of Local Government’s project management and program management costs for each project. Provide original estimated cost and final completed cost by phase.
3. Procedures currently in place or that will be in place for managing Project quality, scope, schedule, and budget.
4. Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.
5. The Local Government’s expense eligibility guidelines for delivering local transportation projects; or procedures in place for contract payment validation.
6. The MPO recommendation (if within MPO).
7. The Local Government’s conflict of interest policy.

Complete the information below, add the appropriate attachments and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I, Bill Slaughter (Name), the Chairman

(Title), on behalf of Lowndes County Board of Commissioners, who being duly sworn do swear that the

information given herein is true to the best of his/her knowledge and belief.

LOCAL GOVERNMENT:

[Signature] (Signature)

Sworn to and subscribed before me,

Chairman (Title)

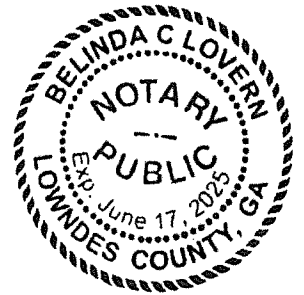
This 28th day of June, 2022.
In the presence of:

June 28, 2022 (Date)

SEAL:



NOTARY PUBLIC



Belinda C. Clovern
My Commission Expires: June 17, 2025

16270 – Old Clyattville Road Widening and Improvements

- 1a. County Engineering Staff to oversee project
Consultant Design Engineer for development of construction plans
Consultant will handle R/W acquisition along with Lowndes County Staff
Utility Owner/Contractor will relocate utilities
Construction Management by County Staff
Anticipated Cost: \$18,500,000
- 1b. Lowndes County Procurement Policy
- 1c. Lowndes County Contract
Funding from TIA 25% Discretionary and Local SPLOST Funds
- 1d. No – Lowndes County Road

- 2a. Old US 41 Widening Phase 1
County Staff provided 100% oversight
Begin PE Sept 2014
Let January 2015
Award February 2015
Construction Start May 2015
Completion August 2015
Project Estimate \$1,000,000
Contact Amount \$990,500
- 2b. Coppage Road Paving Project
County Staff provided 100% oversight
Begin PE June 2014
Let April 2015
Award June 2015
Construction Start July 2015
Completion April 2016
Project Estimate \$1,600,000
Contact Amount \$1,493,274

- 2c. Zipperer Road Paving Project
County Staff provided 100% oversight
Begin PE June 2014
Let September 2015
Award October 2015
Construction Start December 2015
Completion June 2016
Project Estimate \$1,250,000
Contact Amount \$1,154,541

3. Lowndes County Staff will have dedicated staff to manage and monitor the project on a daily basis.

4. Lowndes County Staff will have staff dedicated to provide regular reports to the GDOT office.

5. Lowndes County Engineering Staff will follow the Lowndes County Procurement Policy.

6. MPO Approval

7. Lowndes County has no conflict of interest regarding this project.

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of Lowndes County, Georgia, whose address is 327 N Ashley Street, Valdosta, GA 31601, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

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

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the “Requirement of Audits” shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government’s most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the “Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities”, as amended, has been complied with throughout the contract period.

Date

Signature

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Lowndes County

Contract No. and Name: IGZIA2300730
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF , 20

[NOTARY SEAL]

Notary Public

My Commission Expires:

APPENDIX D

**LOCAL GOVERNMENT RESOLUTION
for the following Projects:**

- 1) Old Clyattville Road Widening, SGRC-108, P.I. 0016270**

STATE OF GEORGIA

LOWNDES COUNTY

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of Lowndes County, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that Bill Slaughter as Commission Chairman and Belinda Lovern, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Lowndes County.

Passed and adopted this the 28th day of June, 2022.

ATTEST:

Belinda C. Lovern
COUNTY CLERK

BY: Bill Slaughter
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I, Belinda Lovern, as County Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners of Lowndes County.

WITNESS my hand and official signature, this the 28th day of June, 2022.

BY: Belinda C. Lovern
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Comprehensive Facilities Energy Savings Project Amendment
Resolution

DATE OF MEETING: September 27, 2022

Work Session/Regular Session

BUDGET IMPACT: \$1,364,736.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Comprehensive Facilities Energy Savings Project Amendment Resolution

HISTORY, FACTS AND ISSUES: The comprehensive facilities energy savings project with ABM is nearing completion on the mechanical side of the project. ABM and staff have been really concerned about the current condition of the two existing chillers inside the Judicial and Administrative Complex. Chiller #1 is currently inoperative due to an oil separator issue. There are metals that were found in the oil that have caused several issues. The current estimate to change the oil and oil separator is over \$100,000.00 and that is to get the unit to a stage so staff can identify other possible issues. Chiller #2 runs at 90% on days with higher temperatures and leaks a large amount of oil. York has discontinued the YR chiller, which are the chillers we currently have installed, and parts are starting to become hard to obtain. ABM and staff worked to come up with an option to replace both chillers with two (2) - York YMC2 chillers, which are Centrifugal Magnetic-Drive Chillers, featuring state-of-the-art design and active magnetic-bearing technology. Staff is also concerned with one boiler that was not changed during the original contract and would like to move forward with the replacement of the boiler. Upon witnessing the condition of the main boiler that was changed, staff believes it is best and safest to move forward with changing out the existing boiler. The project can be completed by amending the existing contract and lease financing to include both chillers and boiler plant upgrades so there will be no up front money and the energy savings will pay for the lease. The resolution allows the chairman to execute all agreements and also gives the Notice to Proceed to ABM to go ahead and order the chillers, due to the lead time of 19 weeks. If Lowndes County decides not to move forward after approving the resolution, there would be a restocking fee of \$50,100.00. The amendment will not exceed \$1,364,736.00.

OPTIONS: 1. Adopt the resolution as presented and authorize the chairman to sign the resolution.
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

A Resolution Authorizing an Amendment to the ABM Bundled Energy Solutions Project Agreement Number 2021-0412PA dated April 30th, 2021 and an Amendment to the current tax exempt municipal lease with Crews & Associates in an amount equal to the value of the Project Amendment and any additional closing fees.

WHEREAS the Lowndes County Board of Commissioners recognize the importance of providing best-in-class facilities to support the county's service needs and goals; and

WHEREAS the Lowndes County Board of Commissioners recognize that this can best be achieved by providing modern, energy efficient and technologically superior infrastructure for our facilities through an amendment to the current ABM Bundled Energy Solutions Project Agreement Number 2021-0412PA, dated April 30th, 2021 at a total value not to exceed \$1,364,736;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY, as follows:

The Chairman of the Commissioners, for and on behalf of the County, is hereby authorized and directed to do any and all things necessary to affect the negotiation, finalization, execution and delivery of the Bundled Energy Solutions Project Agreement Amendment reflecting the scope selected by the Commissioners listed briefly below:

TC 2.1 Chiller Plant Upgrades

Replace two (2) existing chillers.

TC 1.1 Boiler Plant Upgrades

Replace one (1) existing boiler.

The Chairman of the Commissioners, for and on behalf of the County, cannot execute the Bundled Energy Solutions Agreement Amendment without approval of the County's Attorney.

The Chairman of the Commissioners, for and on behalf of the County, cannot execute the Lease Amendment without approval of the County's Attorney.

The County is further authorized to issue a notice to proceed to ABM to purchase long lead time equipment in advance of final execution of the Bundled Energy Solutions Project Agreement Amendment with the understanding that the County will be responsible to pay a restocking fee in the amount of \$50,100 to cancel production of the equipment, in the event the County does not execute the Bundled Energy Solutions Project Agreement Amendment as indicated above on or before October 31st, 2022.

Adopted: September 28th, 2022

Bill Slaughter, Chairman