



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JANUARY 12, 2026, 8:30 A.M.
REGULAR SESSION, MONDAY, JANUARY 12, 2026, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. I Love Public Schools Day Joint Proclamation (Work Session)**
- 5. Acknowledgement of Lowndes County Probation's Annual Audit (Work Session)**
- 6. Dr. Lucy Greene - Moody Support (Regular Session)**
- 7. Minutes For Approval**
 - a. Work Session - December 8, 2025 & Regular Session - December 9, 2025
Recommended Action: Approve
Documents:
- 8. Appointment**
 - a. Lowndes County Board of Health
Recommended Action: Board's Pleasure
Documents:
- 9. For Consideration**
 - a. Set Qualifying Fees
Recommended Action: Board's Pleasure
Documents:
 - b. Appointment of Felicia Williams to Board of Tax Assessors
Recommended Action: Option 1
Documents:
 - c. Acceptance of FY2026 Juvenile Justice Delinquency Prevention Grant
Recommended Action: Approve
Documents:
 - d. Approval of the Solicitor General's FY26 VOCA Grant Award AW-VOCA-25-071-012
Recommended Action: Option 1
Documents:
 - e. Approval of DA's FY 2026 VOCA Grant Application Renewal Sub-Grant Number: AW-VOCA-25-071-012 Federal Amount: \$137,368
Recommended Action: Option 1

Documents:

- f. Acceptance of Infrastructure for Knights Landing Phase IV Section I
Recommended Action: Option 1
Documents:
- g. Acceptance of Infrastructure for Colbie Place Subdivision
Recommended Action: Option 1
Documents:
- h. FY 2026 Local Maintenance & Improvement Grant (LMIG) Application
Recommended Action: Option 1
Documents:
- i. Transportation Investment Act (TIA) - Hickory Grove Road Widening and Skipper Bridge Road Widening
Recommended Action: Option 1
Documents:
- j. Transportation Investment Act (TIA) - Val Del Road Widening Local Agreement
Recommended Action: Option 1
Documents:
- k. PI 0016280, Just Compensation, Twin Lakes Road Right of Way Parcel 3
Recommended Action: Option 1
Documents:
- l. Abandonment of Grice Road
Recommended Action: Option 1
Documents:

10. Bid

- a. Lakes Blvd Water Meter Relocation
Recommended Action: Approve
Documents:

11. Reports - County Manager

12. Citizens Wishing To Be Heard - Please State Your Name and Address

13. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Board of Health

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: The term of Dr. Frances Brown expired December 31, 2025. Dr. Brown has expressed a desire to continue to serve on the board.

OPTIONS: 1. Appoint/reappoint a member.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Set Qualifying Fees

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Set Qualifying Fees

HISTORY, FACTS AND ISSUES: State statute requires the governing authority of any county or municipality, not later than February 1, of any year in which a general primary, nonpartisan election, or general election is to be held, shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election.

County Office: County Commissioner

Qualifying Fee: \$450.00

OPTIONS: 1. Set and publish qualifying fees as required by law and approve the resolution.
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A RESOLUTION OF THE LOWNDES COUNTY BOARD OF COMMISSIONERS
SETTING THE QUALIFYING FEES FOR ELECTED COUNTY OFFICES FOR 2026**

WHEREAS, the Board of Commissioners is the governing authority for Lowndes County, Georgia; and

WHEREAS, the Board of Commissioners is required by O.C.G.A. 21-2-131, to set and publish qualifying fees for county offices not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held; and

WHEREAS, the qualifying fee is required to be 3% of the base salary (excluding supplements, cost of living adjustment and longevity increases) for the offices shown below;

NOW THEREFORE BE IT RESOLVED, the Lowndes County Board of Commissioners hereby approves the qualifying fees for elected offices for 2026 as follows:

County Office	Qualifying Fee
County Commissioner	\$450.00

BE IT FURTHER RESOLVED, these qualifying fees shall be published in the legal organ of the county as required by law.

This 12th Day of January, 2026.

Lowndes County Board of Commissioners

Bill Slaughter, Chairman

ATTEST:

Belinda C. Lovern, County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Appointment of Felicia Williams to Board of Tax Assessors

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$ - 0 -

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Order Appointing Ms. Felicia Williams

HISTORY, FACTS AND ISSUES: At the Board's December 9, 2025, meeting, the Board voted to reappoint Felicia Williams to the Board of Tax Assessors. To follow up that vote, OCGA § 48-5-290(c) requires an "order" of the Board of Commissioners making an appointment to the Board of Tax Assessors shall be entered upon the record of the superior court.

A proposed order that Ms. Williams has been and is appointed is attached. This order also specifies that Ms. Williams is appointed for a three-year term beginning January 1, 2026, and ending December 31, 2028.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached Order appointing Ms. Williams.
2. Redirect

RECOMMENDED ACTION: Option 1

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Order
Making Appointment of Felicia Williams to Lowndes County Board of Tax Assessors

WHEREAS, Felicia Williams' term on the Board of Tax Assessors of Lowndes County expired December 31, 2025;

WHEREAS, the Board of Commissioners of Lowndes County has voted to reappoint Felicia Williams to the Board of Tax Assessors of Lowndes County; and

WHEREAS, OCGA § 48-5-290(c) provides an order making an appointment to the county board of tax assessors shall be regularly entered upon the record of the superior court of the county;

NOW THEREFORE, the Board of Commissioners of Lowndes County does hereby order that Felicia Williams has been and is appointed to the Board of Tax Assessors of Lowndes County for a three-year term beginning January 1, 2026, and ending December 31, 2028.

This Order shall be entered upon the record of the Superior Court of Lowndes County as required by OCGA § 48-5-290(c).

This 12th day of January 2026.

Board of Commissioners of Lowndes County

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of FY2026 Juvenile Justice Delinquency
Prevention Grant

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: No local match is required, resulting in no impact to the County budget. This is a 100% reimbursable grant, and all eligible program costs will be reimbursed to the County following submission of appropriate documentation.

FUNDING SOURCE:

- ☒ CJCC Funding - \$50,000.00
- ☐ Capital
- ☐ N/A
- ☐ SPLOST
- ☐ TSPLOST

COUNTY ACTION REQUESTED ON: Approval to accept and activate the Juvenile Justice Delinquency Prevention Grant Award.

HISTORY, FACTS AND ISSUES:

Earlier this year, staff submitted a request for continuation funding under the Delinquency Prevention Grant. This grant program was initially awarded in April 2022 to support the implementation of evidence-based programs and prevention strategies for youth who are first-time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at risk. Lowndes County utilized this funding to implement the Strengthening Families Program (SFP).

The County was recently notified that it has been awarded \$50,000.00 in continuation funding for the Strengthening Families Program. This amount will support the delivery of two (2) SFP cohorts during the upcoming grant year. Each cohort includes a minimum of eight (8) and a maximum of twelve (12) youth and their families.

SFP is a nationally and internationally recognized, evidence-based family skills training program designed for both high-risk and general population families. Parents and youth attend weekly classes together, beginning with separate parent and youth sessions focused on parenting, communication, life skills, and refusal skills, followed by a joint family practice session.

This award represents the final year of the current five-year continuation funding cycle. While Lowndes County remains eligible to apply for future funding, the continuation model will end after this funding cycle, which concludes on September 30, 2026. Beginning next cycle, the grant program will shift to a competitive application process, and future awards are not guaranteed. Approval of this item will allow the County to complete the current funding cycle and position itself for a competitive application next year, should the Board elect to pursue continued support for SFP.

OPTIONS: 1. Authorize the Chairman to sign all award documents, including the agreement with Peaceway Counseling for the provision of Strengthening Families Program services.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AGREEMENT FOR SERVICES

JUVENILE JUSTICE DELINQUENCY PREVENTION AND TREATMENT PROGRAM

October 1, 2025 – September 30, 2026

This Agreement is executed by and between **Peaceway Counseling and Mediation Services, Inc.**, authorized to do business in Georgia (hereinafter referred to as "Peaceway"), and Lowndes County, a local governmental entity (hereinafter referred to as "County").

PEACEWAY and Lowndes County have commenced their work together to implement juvenile justice system reforms throughout Georgia. They applied for and were awarded a \$50,000 grant from the State of Georgia, Criminal Justice Coordinating Council (CJCC). Based on the grant award, this Agreement memorializes the scope of services for implementation as partners, with Peaceway serving as the Service Provider.

A. Scope of Services:

Peaceway will confirm a budget, assist with the selection of therapeutic service providers, manage the direct service providers, ensure fidelity of services implemented, provide reports showing results of the programs, and meet the goals established by the State and the County for performance and delivery of services to the families as follows:

- Coordination with model dissemination organizations, including arranging for licensure of selected providers, training front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Regular (i.e., monthly, quarterly, and annual) reporting on key performance indicators.
- Collaboration with referral agencies and courts to ensure high utilization of model programs.
- Stakeholder communications and education to ensure sustainability of funding and effort.

B. Compensation:

1. The contract amount under this Agreement shall not exceed **\$50,000** unless agreed to in writing by the Parties. The method of Payment shall be made as follows:

Compensation shall be paid to Peaceway on a per-session basis. See Exhibit A for rates. Invoices from Peaceway shall be submitted to the County by the 10th day of the month

following services. If payment of an invoice is not received within 30 days after the invoice date, the County shall pay Peaceway, in addition to the amount of the invoice, interest at a rate established pursuant to Georgia Law. Such interest shall be added to the invoice at the time of submission to the County, when applicable.

Peaceway shall maintain supporting documentation such as timesheets, equipment purchases, travel logs, supply purchases, inventory records, subcontractor agreements, and consultant contracts.

C. Program Requirements:

1. Religion: Grantee programs may not promote, discuss, or teach religion. Program activities and services are required to be accessible to any interested participant, regardless of religious affiliation.

2. Federal Criminal Background Checks: All Grantees must conduct federal criminal background checks on all personnel who will have direct contact with youth served by the grant project. These background checks must take place before program personnel provide services, and the grantee must maintain a copy of these records for CJCC auditing purposes.

3. Internet Security Policy: CJCC requires all grantees to establish and enforce an Internet Security Policy when minor participants and/or staff have access (supervised or unsupervised) to the Internet. This includes any technology provided by CJCC funding and technology utilized by participants during a CJCC-funded program component.

D. Performance Objectives:

To ensure adherence to the overall mission and intent of the initiative, the program goals for this diversion initiative will include:

1. Increase the use of evidence-based practices as community-based alternatives to detention and residential placement
2. Reduce the recidivism rate of youth involved with the juvenile justice system
3. Demonstrate cost-savings through the provision of research-informed, community-based services to youth in the juvenile justice system

E. Termination:

Either party may terminate this Agreement for cause upon providing notice to the defaulting party, giving 30 days to cure. If the violation of this Agreement is not cured within 30 days, the non-defaulting party shall notify the defaulting party of the termination date. All fees and costs due and owing shall be paid within 15 days of termination.

Either party may terminate this Agreement for convenience upon providing notice to the other party within 90 days. All fees and costs due and owing shall be paid within 15 days of termination.

F. Governing Law and Venue:

This Agreement has been delivered in the State of Georgia and shall be construed in accordance with the laws of Georgia.

G. Notices:

Any notice required to be given to the parties shall be in writing and deemed given when delivered by hand or by one of the following: U.S. Mail, Receipted Mail (such as Federal Express or Priority Mail), Email, or Facsimile.

Any party may change the address to which notice is to be given by written documentation in one of the methods listed herein.

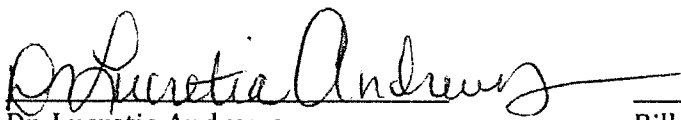
The project coordinator on behalf of Peaceway and the County Lead Contact are:

Dr. Lucretia Andrews
Peaceway Counseling and Mediation Services
2405 Bemiss Rd
Valdosta, GA 31602
landrews@peacewaycms.com
(229) 333-2351

Ashley Tye
Lowndes County
PO Box 1349
Valdosta, GA 31603
ashley.tye@lowndescounty.com
(229) 671-2790

I. Consideration:

Both parties acknowledge good and valuable consideration has been given, the receipt and sufficiency of which are hereby acknowledged. This Agreement is valid as of this 29th day of December 2025.



Dr. Lucretia Andrews
Peaceway Counseling and Mediation Services

Bill Slaughter, Chairman
Lowndes County

Exhibit A

List of Model Evidence-Based Programs

Scope of Services and Case Rates Program

Referrals and Intake

Staffing

- a. Staff Roles and Responsibilities
- b. Staff Orientation and Training

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of the Solicitor General's FY26 VOCA Grant Award
AW-VOCA-25-071-012

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$33,232.00 Cash Match

FUNDING SOURCE:

- ☒ (X) Annual \$33,232.00 Cash Match
- ☐ () Capital
- ☐ () N/A
- ☐ () SPLOST
- ☐ () TSPLOST

COUNTY ACTION REQUESTED ON: Approval of SG's FY26 VOCA Grant Award AW-VOCA-25-071-012

HISTORY, FACTS AND ISSUES: The Solicitor-General's Office has been a recipient of the Federal Victims of Crime Act (VOCA) funds since 2014. This grant is vital in sustaining the Victim Services Program as it funds two full time Victim Advocates. The Prosecuting Attorney's Council (PAC) has informed the SG's Office that the FY26 VOCA Award will be in the amount of \$75,020.00 which is the same amount as last year. The county would be required to provide a cash match of \$33,232.00 which is also the same amount as last year. The performance period for this grant runs from October 1, 2025-September 30, 2026. The SG's office requests the board's approval of the FY26 VOCA Grant Award and permission for the Chairman to sign all necessary documents to be included in the award packet.

OPTIONS: 1. Approve SG's FY26 VOCA Grant Award AW-VOCA-25-071-012.
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

SHERRY BOSTON
Chair
District Attorney
DeKalb Judicial Circuit

WILLIAM A. FINCH
Vice Chair
Solicitor-General
Forsyth County

HERB CRANFORD
Secretary
District Attorney
Coweta Judicial Circuit

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

TODD HAYES
Solicitor-General
Cherokee County

OMEKA LOGGINS
Solicitor-General
Richmond County

TASHA M. MOSLEY
District Attorney
Clayton Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordele Judicial Circuit

January 5, 2026

Re: Federal Fiscal Year 2026 VOCA Allocation - October 1, 2025 through September 30, 2026

Dear Lowndes Solicitor-General's Office:

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2026 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

County: Lowndes

Implementing Prosecuting Attorney: Solicitor-General Justo Cabral

Grant Period: October 1, 2025 through September 30, 2026

Allocation 1

VOCA Federal Funds: \$75,020

VOCA Waived Match Funds: \$18,755

CJCC Sub-Grant Number: AW-VOCA-25-071-012

Federal Grant Number: 15POVC-25-GG-00295-ASSI

CFDA Number: 16.575

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC via email to Sarai Leonides at sleonides@pacga.org by **February 6, 2026**. If you have any questions, please contact Sarai Leonides at sleonides@pacga.org or (770) 282-6290.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

January 06, 2026

RE: FFY26 VOCA GRANT # AW-VOCA-25-071-012

This letter serves as authorization designating Lowndes County Finance Director Stephanie Black and Rachel Bowen, Assistant Finance Director as signing authority for all future submissions of forms, documents and reimbursement requests for the above referenced Victims of Crime Act Grant.

Thank You,

Bill Slaughter, Chairman

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of DA's FY 2026 VOCA Grant Application Renewal

Sub-Grant Number: AW-VOCA-25-071-012 Federal Amount:

\$137,368

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: Zero Impact on County

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: VOCA Funded VWAP Continuation Grant

HISTORY, FACTS AND ISSUES: The District Attorney's Office of the Southern Circuit has been a recipient of federal Victims of Crime Act (VOCA) funds since 1997. The VOCA funds, combined with the 5% victim fees, provide the financial support for the Victim Services provided by the DA to all five counties. The grant is funneled through Lowndes County, rather than all five counties, for simplification and efficiency purposes. This grant, along with the 5% funds, allow the DA to provide victim services utilizing funds paid by federal and state defendants and not taxpayers. We also request, for efficiency, that the Commission execute a letter authorizing the District Attorney to sign any and all future paperwork pertaining to this VOCA Continuation Grant. (Sample Letter Attached)

OPTIONS: 1. Approve VOCA Grant Application of the District Attorney
2. Board's Pleasure

RECOMMENDED ACTION: Option 1

DEPARTMENT: District Attorney

DEPARTMENT HEAD: Bradfield M. Shealy

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PAC

Prosecuting
Attorneys'
Council of Georgia

Seeking Justice with Honor

PETER J. SKANDALAKIS
Executive Director

January 5, 2026

SHERRY BOSTON
Chair
District Attorney
DeKalb Judicial Circuit

Re: Federal Fiscal Year 2026 VOCA Allocation - October 1, 2025 through September 30, 2026

WILLIAM A. FINCH
Vice Chair
Solicitor-General
Forsyth County

Dear Southern Judicial Circuit:

HERB CRANFORD
Secretary
District Attorney
Coweta Judicial Circuit

It is my pleasure to inform you that the Criminal Justice Coordinating Council (CJCC) has approved the Federal Fiscal Year 2026 VOCA Continuation funding applications as submitted by the Prosecuting Attorneys' Council of Georgia (PAC). Therefore, your office has been selected to receive a portion of those funds. Below are the specifics with regard to your allocation of the statewide grant distribution.

JONATHAN L. ADAMS
District Attorney
Towaliga Judicial Circuit

County: **Lowndes**

TODD HAYES
Solicitor-General
Cherokee County

Implementing Prosecuting Attorney: **District Attorney Bradfield Shealy**

Grant Period: **October 1, 2025 through September 30, 2026**

OMEKA LOGGINS
Solicitor-General
Richmond County

Allocation 1

VOCA Federal Funds: **\$137,368**

VOCA Waived Match Funds: **\$34,342**

CJCC Sub-Grant Number: **AW-VOCA-25-071-012**

Federal Grant Number: **15POVC-25-GG-00295-ASSI**

CFDA Number: **16.575**

TASHA M. MOSLEY
District Attorney
Clayton Judicial Circuit

BRADFORD L. RIGBY
District Attorney
Cordale Judicial Circuit

The activation documents (see included checklist for guidelines on submitting documents) must be returned to PAC via email to Sarai Leonides at sleonides@pacga.org by **February 6, 2026**. If you have any questions, please contact Sarai Leonides at sleonides@pacga.org or (770) 282-6290.

Sincerely,

Peter J. Skandalakis
Executive Director
Prosecuting Attorneys' Council of Georgia

January 13, 2026

To: The Criminal Justice Coordinating Council

From: Chairman Bill Slaughter

Re: Federal Grants originating from our District Attorney's Office
VOCA – FFY26 - October 1, 2025 to September 30, 2026
Sub-Grant Number: AW-VOCA-25-071-012

To Whom It May Concern:

Please allow this letter to serve as my explicit authorization for Bradfield M. Shealy, District Attorney of the Southern Judicial Circuit, to sign any and all paperwork for federal grants concerning the operation of the District Attorney's Office.

While Bradfield's main office is physically located in Valdosta, where 21 of his 34 employees are assigned, his office is responsible for prosecuting cases and serving victims in Brooks, Colquitt, Echols, Lowndes and Thomas counties. Furthermore, he has branch offices in both Moultrie and Thomasville.

Inasmuch as the District Attorney coordinates his office payroll and other expenditures with the Prosecuting Attorneys' Council of Georgia for the operation of his office, it is entirely appropriate and most efficient for the taxpayers of our circuit that he be allowed to sign on all grant paperwork, including but not limited to, VOCA, VAWA and Byrne grants.

I appreciate your assistance with this matter.

Sincerely,

Bill Slaughter
Chairman
Lowndes County Board of Commissioners

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for Knights Landing Phase IV
Section I

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of Infrastructure for Knights Landings Phase IV Section I

HISTORY, FACTS AND ISSUES: Knights Landings Phase IV Section I is located off Bemiss Knights Academy Road at the end of Duchess Court and includes 39 residential lots. All construction and paperwork have been completed. Engineering and Utilities staff have conducted the final inspection of the construction. The developer has requested Lowndes County to accept the infrastructure, which includes the roads and right of ways, easements, stormwater infrastructure, and utilities infrastructure.

OPTIONS: 1. Adopt the Resolution for acceptance of infrastructure for Knights Landings Phase IV Section I.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Mailing Address:
PO Box 3471
Valdosta, GA 31604



Physical Address:
2001 W. Savannah Ave
Valdosta, GA 31601

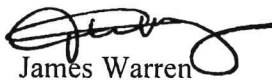
October 16, 2025

Mike Fletcher
Lowndes County Engineer Department
327 N Ashley St
2nd Floor
Valdosta, GA 31601

Mr. Fletcher,

On behalf of James Warren & Associates and K-Quatro Development, we would like to formally request the final punch list and Acceptance of Infrastructure for Phase Four of the Knights Landing Subdivision. Please advise what the next steps are to get this process started.

Respectfully,


James Warren
President

PO Box 3471 Valdosta, GA 31604
Phone: 229-247-1557
Email-nikki@jwutilities.com

RESOLUTION

WHEREAS, the developer, James Warren & Associates and K-Quatro Development, has completed improvements on Knights Landing Subdivision, Phase IV Section I; and

WHEREAS, James Warren & Associates and K-Quatro Development, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, Lowndes County has inspected the improvements;

WHEREAS, James Warren & Associates and K-Quatro Development, has provided a written request for Lowndes County to accept the residential streets, storm water infrastructure, utilities infrastructure in Knights Landings Phase IV Section I as Lowndes County maintained;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept Knights Landings Phase IV Section I infrastructure as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST: _____
County Clerk

DATE: _____

Copy: Rachel Strom, RDC
Erika Jackson, Tax Assessor
Robin Cumbus, LCPW
Tonya Davis, E-911
Mindy Bates, Permitting & Inspections
Trinni Amiot, Zoning
Appropriate Post Office

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for Colbie Place Subdivision

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of Infrastructure for Colbie Place Subdivision

HISTORY, FACTS AND ISSUES: Colbie Place Subdivision is located off of River Road and includes 54 residential lots. All construction and paperwork have been completed. Engineering and Utilities staff have conducted the final inspection of the construction. The developer has requested Lowndes County to accept the infrastructure, which includes the roads and right of ways, stormwater infrastructure, and utilities infrastructure.

OPTIONS: 1. Adopt the Resolution for acceptance of Infrastructure for Colbie Place Subdivision.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

RESOLUTION

WHEREAS, the developer, Building Valdosta LLC, has completed improvements on Colbie Place Subdivision; and

WHEREAS, Building Valdosta LLC, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, Lowndes County has inspected the improvements;

WHEREAS, Building Valdosta LLC, has provided a written request for Lowndes County to accept the residential streets, storm water infrastructure, utilities infrastructure in Colbie Place Subdivision as Lowndes County maintained;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept Colbie Place Subdivision infrastructure as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST: _____
County Clerk

DATE: _____

Copy: Rachel Strom, RDC
Erika Jackson, Tax Assessor
Robin Cumbus, LCPW
Tonya Davis, E-911
Mindy Bates, Permitting & Inspections
Trinni Amiot, Zoning
Appropriate Post Office

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY 2026 Local Maintenance & Improvement Grant (LMIG)
Application

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: FY 2026 LMIG Application

HISTORY, FACTS AND ISSUES: As a part of the Georgia Department of Transportation LMIG Grant Program, Lowndes County has been allocated \$1,546,704.65 for FY 2026. As a part of this grant program, Lowndes County will be responsible for a minimum 10% match in local funding, which is allocated in SPLOST VIII. The grant money is being proposed to be used for drainage improvements on Lake Alapaha Boulevard and resurfacing/restriping the roads listed in the attachment in the board packet.

OPTIONS: 1. Approve and authorize the Chairman to sign the FY 2026 LMIG application.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

2026 LMIG PROJECT REPORT

County/City Lowndes County

Road Name	Beginning	Ending	Length (Miles)	Description of Work	Project Cost
Lake Alapaha Blvd	Railroad Tracks	Drainage Easement		Drainage Improvements	\$1,100,000
Old Valdosta Road	Coffee Road	Cook County	1.92	Resurfacing	\$480,000
Kings Way	Camelot Crossing	Old US 41	0.34	Resurfacing	\$130,000
Camelot Crossing	SR 7	Dead End	0.15	Restripe	\$500
Guest Road	SR 125	Bemiss Knights Academy Rd	1.48	Restripe	\$4,800
James Road	SR 38	SR 133	1.9	Restripe	\$12,200
Idlewood Drive	Whitewater Rd	Dead End	0.88	Restripe	\$2,850
Newton Circle	Idlewood Drive	Idlewood Drive	1.07	Restripe	\$3,500
Waverly Drive	Newton Circle	Newton Circle	0.21	Restripe	\$700
Woodcreek Court	Idlewood Drive	Dead End	0.12	Restripe	\$400

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Bill Slaughter

Printed Name of Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agent

1-14-2026

Date

FY 2024 SUPPLEMENTAL

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)

STATEMENT OF FINAL PROJECT EXPENDITURES

DATE: 1/14/2026

COUNTY: Lowndes

CITY: _____

(Leave Blank if this is a County Government)

SUBMITTED BY: Michael Fletcher, P.E.
(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: \$ 1,656,734.49
(LMIG Funding Received from GDOT)

2. REQUIRED 10% or 30% MATCH: \$ 0
(10% or 30% of LMIG Funding Received in #1)

3. TOTAL PROJECT EXPENDITURES: \$ 1,849,265.43
(The Total Amount Spent on Project)

4. TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ 192,530.94
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

Has the approved project list been revised? ☐ Yes ☒ No

If yes, attach new project list to this form.

By signature below, I hereby certify that the above expenditures are for the work completed on the
attached final Project List for the FY 2024 LMIG Program. SUPPLEMENTAL

Authorized Local Government Official Signature: _____

**[Include financial documents to verify expenditures, including but not limited to invoices,
contracts, checks, etc.]**

For GDOT use only

PI Number: _____

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: _____

APPROVED: _____ Date: _____
(DISTRICT ENGINEER SIGNATURE)

FY 2025

LOCAL MAINTENANCE & IMPROVEMENT GRANT Program (LMIG)

STATEMENT OF FINAL PROJECT EXPENDITURES

DATE: 1/14/2026

COUNTY: Lowndes

CITY: _____

(Leave Blank if this is a County Government)

SUBMITTED BY: Michael Fletcher, P.E.
(Local Government Representative- Person's Printed Name)

1. LMIG EXPENDITURES: \$ 1,366,958.46
(LMIG Funding Received from GDOT)
2. REQUIRED 10% or 30% MATCH: \$ 136,695.85
(10% or 30% of LMIG Funding Received in #1)
3. TOTAL PROJECT EXPENDITURES: \$ 1,684,413.23
(The Total Amount Spent on Project)
4. TOTAL LOCAL GOVERNMENT EXPENDITURES: \$ 317,454.77
[Total Project Expenditures above minus LMIG Expenditures at the Top (#3 minus #1)]

Has the approved project list been revised? ☐ Yes ☒ No

If yes, attach new project list to this form.

By signature below, I hereby certify that the above expenditures are for the work completed on the attached final Project List for the FY 2025 LMIG Program.

Authorized Local Government Official Signature: _____

[Include financial documents to verify expenditures, including but not limited to invoices, contracts, checks, etc.]

For GDOT use only

PI Number: _____

Record Audit Performed: Yes No (Circle One)

Field Inspection Completion Date: _____

APPROVED: _____ Date: _____
(DISTRICT ENGINEER SIGNATURE)

January 14, 2026

Mr. Dennis Carter
Georgia DOT
710 W 2nd Street
Tifton, GA 31794

Re: LMIG 2025

Mr. Carter,

Attached is the completed Georgia Department of Transportation Local Maintenance & Improvement Grant (LMIG) Application for Fiscal Year 2026. Also attached is the 2026 LMIG Project Report for Lowndes County. As an update to the Fiscal Year 2025 LMIG Grant, Lowndes County has completed all of the resurfacing projects under the 2025 LMIG Grant. Also, Lowndes County has completed the 2024 LMIG Supplemental Grant. If you have any question regarding the 2026 Application and Project list, the 2025 update or the 2024 Supplemental update, please feel free to contact me.

Respectfully Submitted,

Bill Slaughter
Chairman

Cc: Paige Dukes, Lowndes County Manager
Michael Fletcher, P.E. County Engineer
Chad McLeod, Director of Engineering Services
Walt Deloach, Project Manager

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE & IMPROVEMENT
GRANT (LMIG) APPLICATION FOR FISCAL YEAR 2026
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Bill Slaughter (Name), the Chairman (Title), on behalf of Lowndes County Board of Commissioners (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

46621

E-Verify Number

(Signature)

Sworn to and subscribed before me,

Bill Slaughter
(Print)

This ____ day of _____, 20____.

Mayor / Commission Chairperson

In the presence of:

January 14, 2026
(Date)

NOTARY PUBLIC

January 14, 2026

My Commission Expires:

LOCAL GOVERNMENT SEAL:

NOTARY PUBLIC SEAL:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Transportation Investment Act (TIA) - Hickory Grove Road
Widening and Skipper Bridge Road Widening

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Hickory Grove Road Widening & Skipper Bridge Road
Widening Agreement

HISTORY, FACTS AND ISSUES: The Board approved submitting the Transportation Investment Act (TIA) Local Government Application for project delivery at the December 9, 2025 commission meeting. The Georgia Department of Transportation (GDOT) approved the application and sent staff the Local Delivery Agreement to be approved. The Local Delivery Agreement is required to be executed prior to beginning work. Once the agreement has been executed, a written Notice to Proceed from GDOT is also required prior to beginning any project phase.

OPTIONS: 1. Approve and authorize the Chairman to sign the agreement.
2. Redirect.

RECOMMENDED ACTION: Option 1

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, GEORGIA

CONTRACT ID: IGTIA2601380

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) **Hickory Grove Road Widening, P.I. 0020527**
- 2) **Skipper Bridge Road Widening, P.I. 0020528**

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 through December 31, 2040 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 _____

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.

THE LOCAL GOVERNMENT PLANS TO BEGIN WORK ON THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE BAND ASSIGNED TO THE PROJECT IN THE APPROVED INVESTMENT LIST(S). ANY AND ALL INVOICES SUBMITTED TO THE DEPARTMENT WILL NOT BE CERTIFIED BY THE COMMISSIONER OF TRANSPORTATION OR THE COMMISSIONER'S DESIGNEE AND SUBMITTED TO GSFIC UNTIL JULY 1, 2026. PAYMENT WILL BE MADE BASED ON ACTUAL COSTS INCURRED DURING THE YEAR OF EXPENDITURE BY THE LOCAL GOVERNMENT AND WILL NOT INCLUDE ANY INTEREST. PAYMENT REMAINS SUBJECT TO THE AVAILABILITY OF TAX PROCEEDS AS SET FORTH IN MORE DETAIL IN THIS SECTION. FURTHERMORE, THE LOCAL GOVERNMENT MUST STILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS AS SET FORTH IN ARTICLE 1.C. ABOVE, INCLUDING BUT NOT LIMITED TO THE TIA MANUAL.

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 cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECT, 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 PROJECT. 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) **Hickory Grove Road Widening, P.I. 0020527: THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**
- 2) **Skipper Bridge Road Widening, P.I. 0020528: THREE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,250,000.00)**

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 in 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, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

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 D.

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

PLACE SEAL HERE

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) Hickory Grove Road Widening, P.I. 0020527**
- 2) Skipper Bridge Road Widening, P.I. 0020528**

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 Hickory Grove Road Widening, P.I. 0020527
- 2)** Construction, operation and maintenance of Skipper Bridge Road Widening, P.I. 0020528

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix D	Georgia Security and Immigration Compliance Act Affidavit
Appendix E	Local Government Resolution

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION for the following Projects:

- 1) Hickory Grove Road Widening, P.I. 0020527**
- 2) Skipper Bridge Road Widening, P.I. 0020528**



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

December 17, 2025

Mr. Chad McLeod, Director of Engineering
Lowndes County
327 North Ashley Street
Valdosta, GA 31601

**SUBJECT: PI# 0020527, Hickory Grove Rd
PI# 0020528, Skipper Bridge Rd
Local Delivery Approval**

Mr. McLeod:

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

- Preliminary Engineering (PE)
- 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 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 bmoseley@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads "Brent Moseley FOR:".

Kenneth Franks,
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Christy Lovett, 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 Chad McLeod
Contact Title Director of Engineering		Phone Number 229-671-2424
Local Government Email address cmcleod@lowndescounty.com		
Contact Address 327 N Ashley St		
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) Valdosta	
Regional Commission ID Number/ PI Number/ and Project Name SG2-185-2-24 / 0020527 / Hickory Grove Road Widening and Shoulder Paving SG2-185-2-25 / 0020528 / Skipper Bridge Road Widening and Shoulder Paving			
<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–Method of Delivery

The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Lowndes County will follow the Lowndes County Procurement Policy in the delivery of the project. A GDOT pre-qualified engineering firm will be hired to provide surveying, environmental and civil construction plans for the project. A GDOT pre-qualified real estate negotiator will be hired to negotiate the procurement of the Right of Way required for this project. Lowndes County currently employs a professional engineer and multiple engineering technicians that will oversee the construction of the project.

Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Briggston Road Grading, Drainage Base and Paving

Project Description:

Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 1.56 miles in length

Construction Let Date:

August 2023

Construction Completion Date:

September 2025

Initial Cost Estimate:

\$3,900,000

Final Completed Cost:

\$3,600,000

Project Name:

Hightower Road and Cooper Road NE Paving Project

Project Description:

Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 3.26 miles in length

Construction Let Date:

July 2022

Construction Completion Date:

February 2024

Initial Cost Estimate:

\$3,750,000

Final Completed Cost:

\$3,750,000

Is the Project on the State Route System or does it tie to a State Route?

Yes

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

Monthly Conference Calls with GDOT TIA Officials

The Local Government's procedures in place for contract payment validation.

Lowndes County Procurement Policy

The Local Government's conflict of interest policy.

Lowndes County Procurement Policy

Complete the information below and submit to:

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

I hereby certify that I am a principle and duly authorized representative of
Lowndes County Board of Commissioners, Georgia, whose address is 327 N Ashley Street
Valodsta, GA 31601.

LOCAL GOVERNMENT:

 (Signature)

Chairman (Title)

12-9-25 (Date)

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 North Ashley St, 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

CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/ NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- a) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- b) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- c) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

APPENDIX D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
--

Name of Contracting Entity: Lowndes County

Contract No. and Name: IGTIA2601380

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 Public

[NOTARY SEAL]

My Commission Expires: _____

APPENDIX E

LOCAL GOVERNMENT RESOLUTION for the following Projects:

- 1) Hickory Grove Road Widening, P.I. 0020527**
- 2) Skipper Bridge Road Widening, P.I. 0020528**

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 12th day of January 2026.

ATTEST:

COUNTY CLERK

BY: _____
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 12th day of January 2026.

BY: _____
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Transportation Investment Act (TIA) - Val Del Road
Widening Local Agreement

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Val Del Road Widening Agreement

HISTORY, FACTS AND ISSUES: The Board approved submitting the Transportation Investment Act (TIA) Local Government Application for project delivery at the December 9, 2025 commission meeting. The Georgia Department of Transportation (GDOT) approved the application and sent staff the Local Delivery Agreement to be approved. The Local Delivery Agreement is required to be executed prior to beginning work. Once the agreement has been executed, a written Notice to Proceed from GDOT is also required prior to beginning any project phase.

OPTIONS: 1. Approve and authorize the Chairman to sign the agreement.
2. Redirect.

RECOMMENDED ACTION: Option 1

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, GEORGIA

CONTRACT ID: IGTIA2601381

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) Val Del Road Widening, P.I. 0020529

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 through December 31, 2040 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 _____

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.

THE LOCAL GOVERNMENT PLANS TO BEGIN WORK ON THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE BAND ASSIGNED TO THE PROJECT IN THE APPROVED INVESTMENT LIST(S). ANY AND ALL INVOICES SUBMITTED TO THE DEPARTMENT WILL NOT BE CERTIFIED BY THE COMMISSIONER OF TRANSPORTATION OR THE COMMISSIONER'S DESIGNEE AND SUBMITTED TO GSFIC UNTIL JULY 1, 2026. PAYMENT WILL BE MADE BASED ON ACTUAL COSTS INCURRED DURING THE YEAR OF EXPENDITURE BY THE LOCAL GOVERNMENT AND WILL NOT INCLUDE ANY INTEREST. PAYMENT REMAINS SUBJECT TO THE AVAILABILITY OF TAX PROCEEDS AS SET FORTH IN MORE DETAIL IN THIS SECTION. FURTHERMORE, THE LOCAL GOVERNMENT MUST STILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS AS SET FORTH IN ARTICLE 1.C. ABOVE, INCLUDING BUT NOT LIMITED TO THE TIA MANUAL.

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 cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECT, 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 PROJECT. 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) **Val Del Road Widening, P.I. 0020529: FIVE MILLION DOLLARS AND ZERO CENTS (\$5,000,000.00)**

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 in 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 GSFC, 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, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

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 D.

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

PLACE SEAL HERE

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) Val Del Road Widening, P.I. 0020529

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 Val Del Road Widening, P.I. 0020529

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix D	Georgia Security and Immigration Compliance Act Affidavit
Appendix E	Local Government Resolution

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION for the following Projects:

- 1) Val Del Road Widening, P.I. 0020529**



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

December 17, 2025

Mr. Chad McLeod, Director of Engineering
Lowndes County
327 North Ashley Street
Valdosta, GA 31601

**SUBJECT: PI# 0020529, Val Del Rd Widening
Local Delivery Approval**

Mr. McLeod:

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 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 bmoseley@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink that reads "Brent Moseley" followed by "FOR:" in a smaller, less legible script.

Kenneth Franks,
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Christy Lovett, 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 Chad McLeod	
Contact Title Director of Engineering	Phone Number 229-671-2424	
Local Government Email address cmcleod@lowndescounty.com		
Contact Address 327 N Ashley St		
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) Valdosta	
Regional Commission ID Number/ PI Number/ and Project Name SG2-185-2-26 / 0020529 / Val Del Road Widening			
<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--Method of Delivery

The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Lowndes County will follow the Lowndes County Procurement Policy in the delivery of the project. A GDOT pre-qualified engineering firm will be hired to provide surveying, environmental and civil construction plans for the project. A GDOT pre-qualified real estate negotiator will be hired to negotiate the procurement of the Right of Way required for this project. Lowndes County currently employs a professional engineer and multiple engineering technicians that will oversee the construction of the project.

Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Briggston Road Grading, Drainage Base and Paving

Project Description:

Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 1.56 miles in length

Construction Let Date:

August 2023

Construction Completion Date:

September 2025

Initial Cost Estimate:

\$3,900,000

Final Completed Cost:

\$3,600,000

Project Name:

Hightower Road and Cooper Road NE Paving Project

Project Description:

Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 3.26 miles in length

Construction Let Date:

July 2022

Construction Completion Date:

February 2024

Initial Cost Estimate:

\$3,750,000

Final Completed Cost:

\$3,750,000

Is the Project on the State Route System or does it tie to a State Route?

Yes

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

Monthly Conference Calls with GDOT TIA Officials

The Local Government's procedures in place for contract payment validation.

Lowndes County Procurement Policy

The Local Government's conflict of interest policy.

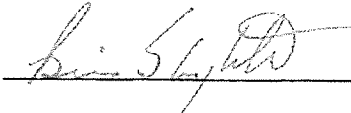
Lowndes County Procurement Policy

Complete the information below and submit to:

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

I hereby certify that I am a principle and duly authorized representative of
Lowndes County Board of Commissioners, Georgia, whose address is 327 N Ashley St,
Valdosta, GA 31601.

LOCAL GOVERNMENT:

 (Signature)

Chairman (Title)

12-9-25 (Date)

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 North Ashley St, 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

**CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- a) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- b) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,
- c) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Form Date - May 10, 2024

APPENDIX D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Lowndes County

Contract No. and Name: IG TIA2601381

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 Public

[NOTARY SEAL]

My Commission Expires: _____

APPENDIX E

LOCAL GOVERNMENT RESOLUTION for the following Projects:

- 1) Val Del Road Widening, P.I. 0020529**

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 12th day of January 2026.

ATTEST:

COUNTY CLERK

BY: _____
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 12th day of January 2026.

BY: _____
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: PI 0016280, Just Compensation, Twin Lakes Road Right of Way Parcel 3

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$12,400.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: PI 0016280, Just Compensation, Twin Lakes Road Right of Way Parcel 3

HISTORY, FACTS AND ISSUES: For purposes of the Twin Lakes TSPLOST project, the County needs to acquire from the owners of Parcel 3 (i.e., tax parcel 0171 090) certain areas of fee simple ROW totaling 0.15 +/- acres in the aggregate, plus 0.07 +/- acres for a drainage easement. Parcel 3 is owned by Virginia G. Tyson, Charles F. Hobby, and Nancy G. Hobby. Staff has attempted to negotiate the purchase of the Right of Way and Drainage Easement from the owners, but no agreement has been reached. To avoid delays with the underlying project, staff has determined that acquisition by condemnation may be required.

An initial step in the condemnation process is the determination of just compensation for the property being acquired. Kristen Johnson with Kunes Real Estate & Appraisals has prepared an appraisal that values the proposed taking at \$12,400.00, consisting of \$1,200.00 for the ROW areas, \$280.00 for the drainage easement, \$2,851.00 for the loss of existing fencing within the ROW areas, and \$8,040.00 for installation of new fencing.

OPTIONS: 1. Adopt the attached resolution establishing \$12,400.00 as just compensation for the subject property and authorize a prompt offer of such amount to the owners of Parcel 3.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY
ESTABLISHING JUST COMPENSATION FOR PRIVATE PROPERTY AND OTHER MATTERS.

WHEREAS, Twin Lakes Road (the "Road") is an unpaved county road and is part of the county road system of the Lowndes County, Georgia (the "County");

WHEREAS, the County has received funding for a project to improve the Road which includes paving the Road and obtaining additional right-of-way from owners of adjoining properties necessary for improving the Road (the "Project");

WHEREAS, the Project includes obtaining portions of the property of Charles F. Hobby, Nancy G. Hobby, and Virginia G. Tyson (collectively, the "Owners"), which property is depicted on the attached Plats of Right of Way (collectively the "Right of Way Property");

WHEREAS, the County seeks to obtain (i) a fee simple interest in the Right of Way Property for purposes of a right of way and (ii) a drainage easement over, across, under, and through certain other property of Owners, as shown on the attached drainage easement plat (the "Easement Area"; the Right of Way Property and the Easement Area being referred to herein, collectively, as the "Property");

WHEREAS, Georgia statute provides where a condemning authority seeks to obtain a fee simple interest in real property, the real property shall be appraised, the owner shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property, and the condemning authority shall establish an amount it believes to be just compensation, make a prompt offer to acquire the property for the full amount so established, and provide the owner a written statement of, and summary of the basis for, the amount established as just compensation;

WHEREAS, the County has had the Property appraised by an independent appraiser, the Owners were given the opportunity to accompany the appraiser during the appraiser's inspection of the Property, and the full amount established by the appraisal is \$12,400.00;

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Lowndes County (the "Board"), that \$12,400.00 is established as just compensation to the Owners for the Property; and

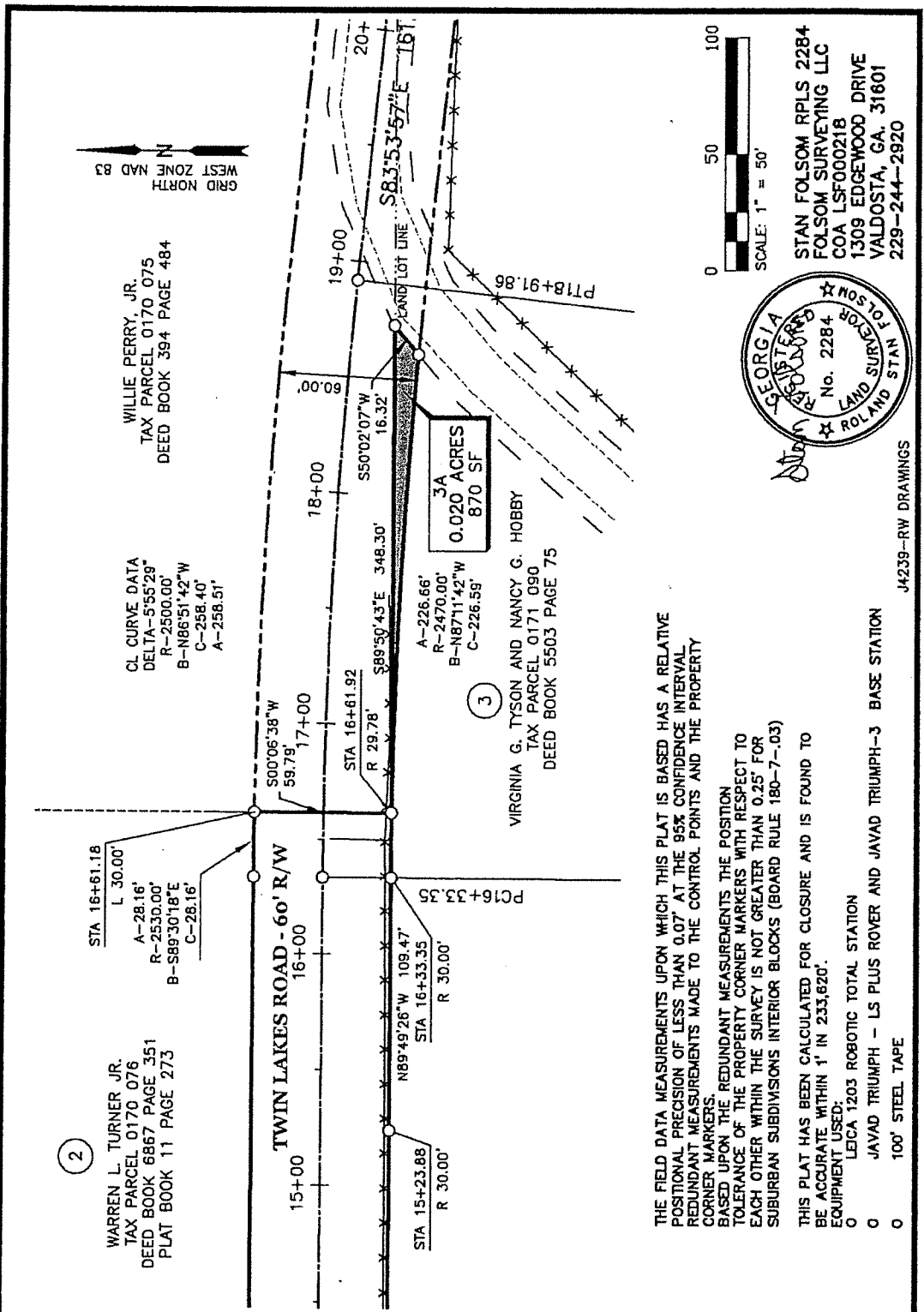
BE IT FURTHER RESOLVED, by the Board, that the County Manager or her designee shall make a prompt offer to acquire the Property from the Owners for \$12,400.00 and provide the Owners with a written statement of, and summary of the basis for, said amount established as just compensation.

IT IS SO RESOLVED, this 12th day of January 2026.

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk



PLAT OF A RIGHT OF WAY ACQUISITION SURVEY - PARCEL 3

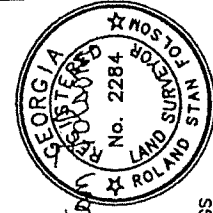
COUNTY ROAD RIGHT OF WAY FOR TWIN LAKES ROAD CR#390 LAND LOT 76 - 16TH LAND DISTRICT	SURVEY DATE COMPLETED: 24 APRIL 2023
	PLAT DATE: 24 APRIL 2023 SHEET: 1 OF 4

THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL PRECISION OF LESS THAN 0.07' AT THE 95% CONFIDENCE INTERVAL. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND THE PROPERTY CORNER MARKERS.

BASED UPON THE REDUNDANT MEASUREMENTS THE POSITION TOLERANCE OF THE PROPERTY CORNER MARKERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)

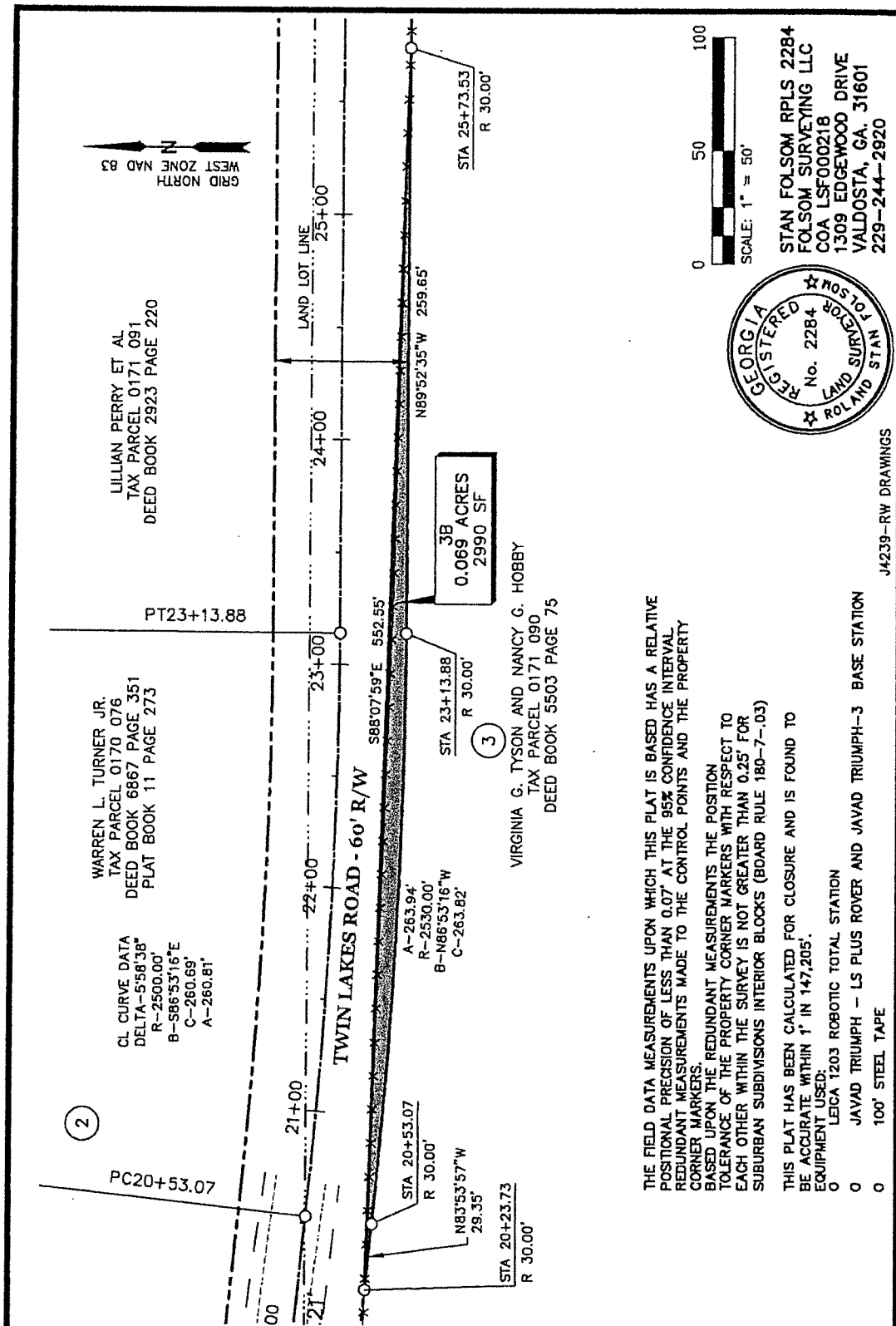
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1' IN 233,620'.

- LEICA 1203 ROBOTIC TOTAL STATION
- JAVAD TRIUMPH - LS PLUS ROVER AND JAVAD TRIUMPH-3 BASE STATION
- 100' STEEL TAPE



STAN FOLSOM RPLS 2284
FOLSOM SURVEYING LLC
COA LSF000218
1309 EDGEWOOD DRIVE
VALDOSTA, GA. 31601
229-244-2920

J4239--RW DRAWINGS



PLAT OF A RIGHT OF WAY ACQUISITION SURVEY - PARCEL 3

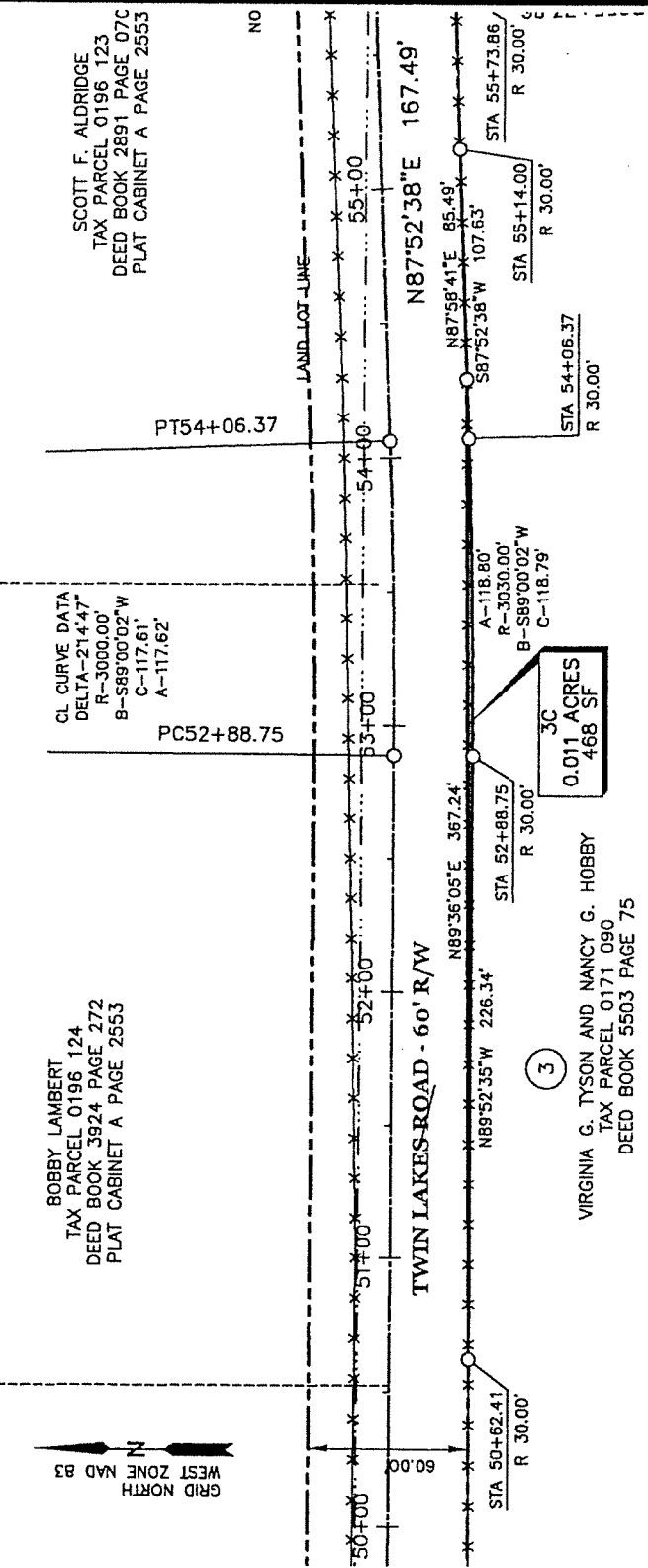
THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL PRECISION OF LESS THAN 0.07" AT THE 95% CONFIDENCE INTERVAL. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND THE PROPERTY CORNER MARKERS.

BASED UPON THE REDUNDANT MEASUREMENTS THE POSITION TOLERANCE OF THE PROPERTY CORNER MARKERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 147,205'.

EQUIPMENT USED:
 0 LEICA 1203 ROBOTIC TOTAL STATION
 0 JAVAD TRIUMPH - LS PLUS ROVER AND JAVAD TRIUMPH-3 BASE STATION
 0 100' STEEL TAPE

	COUNTY ROAD RIGHT OF WAY FOR TWIN LAKES ROAD CR#390 LAND LOT 76 - 16TH LAND DISTRICT	SURVEY DATE COMPLETED: 24 APRIL 2023 PLAT DATE: 24 APRIL 2023 SHEET: 2 OF 4
--	--	--



THE FIELD DATA MEASUREMENTS UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL PRECISION OF LESS THAN 0.07" AT THE 95% CONFIDENCE INTERVAL. REDUNDANT MEASUREMENTS MADE TO THE CONTROL POINTS AND THE PROPERTY CORNER MARKERS.

BASED UPON THE REDUNDANT MEASUREMENTS THE POSITION TOLERANCE OF THE PROPERTY CORNER MARKERS WITH RESPECT TO EACH OTHER WITHIN THE SURVEY IS NOT GREATER THAN 0.25' FOR SUBURBAN SUBDIVISIONS INTERIOR BLOCKS (BOARD RULE 180-7-.03)

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1" IN 682,071'.

- 0 LEICA 1203 ROBOTIC TOTAL STATION
- 0 JAVAD TRIUMPH - LS PLUS ROVER AND JAVAD TRIUMPH-3 BASE STATION
- 0 100' STEEL TAPE



STAN FOLSOM RPLS 2284
FOLSOM SURVEYING LLC
COA LSF000218
1309 EDGEWOOD DRIVE
VALDOSTA, GA. 31601
229-244-2920



J4239-RW DRAWINGS

PLAT OF A RIGHT OF WAY ACQUISITION SURVEY - PARCEL 3

COUNTY ROAD RIGHT OF WAY
FOR
TWIN LAKES ROAD
CR#390
LAND LOT 76 - 16TH LAND DISTRICT

SURVEY DATE COMPLETED: 24 APRIL 2023
PLAT DATE: 24 APRIL 2023
SHEET: 3 OF 4

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of Grice Road

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Abandonment of Grice Road

HISTORY, FACTS AND ISSUES: The county has received a request to abandon Grice Road. Grice Road begins at the intersection of Newsome Road, then south to a dead end.

The request came from Floyd Dale Grice, who owns the property at 3532 Grice Road. All parcels are part of the Grice family.

On December 9, 2025, the Board tabled the request to the Board's first meeting in January for further review and evaluation.

Staff and the County Attorney continue to review and evaluate the request.

OPTIONS: 1. Table.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Lowndes County Board of Commissioners

Att: Chad McLeod

My name is Floyd Dale Grice and would like to request the county to abandon Grice Rd. Myself and Father Floyd R. Grice are the only residents that live on this road that dead ends at my Father's home and he is currently at hospice house and my sister and I have power of Attorney for him.

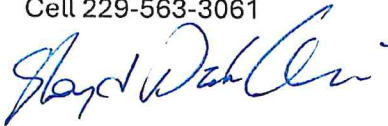
Thanks for your consideration

Floyd Dale Grice

3532 Grice Rd

Valdosta Ga. 31606

Cell 229-563-3061





LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lakes Blvd Water Meter Relocation

DATE OF MEETING: January 12, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$63,801.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Lakes Blvd Water Meter Relocation

HISTORY, FACTS AND ISSUES: Lowndes County is expanding its water service area on Lakes Blvd in order to meet commercial development needs in the area. This will require the water meter between the City of Lake Park and Lowndes County to be relocated. Staff advertised the project and three bids were received; James Warren & Associates \$63,801.00, Killeen Construction Company \$66,737.00, and RPI, Inc. \$76,100.00. Staff recommends approval and to authorize the Chairman to sign the contract with James Warren & Associates for \$63,801.00.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**LOWNDES COUNTY BOARD OF COMMISSIONERS
CONTRACT AGREEMENT**

This agreement made and entered into this _____ day of _____, 2026 and between the Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and JWA, Inc. party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

WITNESSETH: Whereas, the County and the Contractor, desire the improvement and repairs of a certain project and the Contractor desires and agrees to furnish and deliver all the material and to do and perform all the work and labor for said purpose. The project being more particularly described as follows:

Lakes Blvd Water Meter Relocation

Failure to perform the above-listed tasks, frequency of tasks, or general instructions will be considered cause for termination of this contract with ten (10) days notice to the Contractor.

NOW, THEREFORE, in consideration hereinafter fully set out, the parties agree as follows:

1. The work and materials shall be in strict and entire conformity with the provisions of this contract and the plans and specifications prepared (or approved) by the County Manager or their authorized representative, the originals of which are on file in the office of the Lowndes County Board of Commissioners and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.
2. This Agreement is on a lump sum basis.
3. The County hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of:

\$ 63,081.00

4. The County and Contractor agree that the financing of this project shall be as follows:
Payments will be made on a monthly basis.
5. The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work hereunder, except as otherwise provided in these documents for extension of the time limit, within 30 calendar days. Substantial completion is the time at which the project

can be fully utilized for its intended purpose. Upon written notification to the County that the project is substantially complete, a final site visit will be made and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list and must achieve final completion by correcting all punch list items within 30 days of receipt. Time is of the essence on this contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00 each calendar day that they shall be in default of completing the work, both substantial completion and final completion, within the time named herein. Because of the difficulty of fixing damages suffered by Lowndes County on account of such default, damages are herein agreed upon as stated.

6. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the County. The decision of the Utilities Director upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.
7. It is mutually agreed upon that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the County.
8. Lowndes County reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days written notice to the Contractor.
9. Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. Lowndes County reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.
10. Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against Lowndes County.
11. Contractor agrees to indemnify, save and hold harmless, and defend the County, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services,

including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Lowndes County.

12. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
13. Any notice or communications required or permitted hereunder shall be sufficiently given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

James Warren & Associates, Inc.
2000 W Savannah Avenue
Valdosta, GA 31601

As to the Lowndes County:

ATTN: Steve Stalvey, Utilities Director
Lowndes County Board of Commissioners
327 N. Ashley Street
Valdosta, Georgia 31601

Or such address as shall be furnished by such notice to the other parties.

14. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.
15. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
16. If any provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date below written, be it deemed an original contract.

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The ____ day of _____, 2026

The ____ day of _____, 2026

By: _____
Chairman of
Board of Commissioners

By: _____
Contractor

Recommended: _____
County Manager

Date: _____

Witness for Lowndes County:

Witness for Contractor:

County Clerk

NOTICE OF AWARD

To: James Warren & Associates, Inc.
2000 W Savannah Avenue
Valdosta, GA 31601

PROJECT DESCRIPTION: Lakes Blvd Water Meter Relocation

The OWNER has considered the BID submitted by you for the above-described work in response to its advertisement for BIDS.

You are hereby notified that your BID and subsequent value engineering proposal has been accepted for items in the amount of: \$ 63,081.00

You are hereby required to execute the Agreement, and furnish the required Contractor's CERTIFICATION OF INSURANCE with a 30-day notice of cancellation and PERFORMANCE AND PAYMENT BONDS (for 100% of the contract amount) within fourteen (14) calendar days from the date of this NOTICE to you.

If you fail to execute said AGREEMENT and to furnish said BOND and CERTIFICATIONS within fourteen (14) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2026

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

CONTRACTOR: _____

DATE: _____