



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, FEBRUARY 22, 2021, 8:30 AM  
REGULAR SESSION, TUESDAY, FEBRUARY 23, 2021, 5:30 PM  
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **2021 Comprehensive Plan Kick-off Presentation (Work Session only)**
5. **Minutes For Approval**
  - a. Work Session - February 8, 2021 & Regular Session - February 9, 2021  
Recommended Action: Approve  
Documents:
6. **For Consideration**
  - a. TIA Local Agreement for Briggston Road  
Recommended Action: Board's Pleasure  
Documents:
  - b. TIA Local Agreement for Shiloh Road  
Recommended Action: Board's Pleasure  
Documents:
  - c. Approval of Hightower Road and Cooper Road Right of Way Purchases  
Recommended Action: Approve  
Documents:
  - d. Purchase of Wetland and Stream Credits for Old US 41 North Widening Project  
Recommended Action: Accept  
Documents:
  - e. Just Compensation - Right of Way Parcel 10 Hightower Road and Cooper Road, TSPLOST Project  
Recommended Action: Approve  
Documents:
  - f. Approval of the Solicitor General's VAWA Competitive Grant Award  
Recommended Action: Approve  
Documents:

- g. Request for the Purchase of Motorola Radios for Public Works  
Recommended Action: Board's Pleasure  
Documents:
- h. Georgia Environmental Finance Authority (GEFA) Loan Application for the Lake Park Bellville Road Widening Project  
Recommended Action: Approve  
Documents:
- i. Georgia Environmental Finance Authority (GEFA) Loan Application for Lift Station & Manhole Rehab Project  
Recommended Action: Approve  
Documents:
- j. GMASS Rural Land Maintenance Contract  
Recommended Action: Approve  
Documents:
- k. Approve Purchase of West Savannah Avenue and Briggs Street Properties  
Recommended Action: Approve  
Documents:
- l. Contract with Condrey and Associates, Inc.  
Recommended Action: Board's Pleasure  
Documents:

**7. Reports - County Manager**

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

**9. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: TIA Local Agreement for Briggston Road

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Georgia DOT Transportation Investment Act of 2010  
Project Agreement (TIA) for Briggston Road Improvements

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HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation has reviewed and approved the TIA Local Government Application for the Lowndes County Briggston Road Improvements project. This agenda item is to authorize the Chairman through the resolution to execute the Local Agreement between the Georgia Department of Transportation and Lowndes County.

- OPTIONS: 1. Authorize Chairman to sign the resolution  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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 C. 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 23rd day of February, 2021.

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I, Belinda C. 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 23rd day of February, 2021.

BY: \_\_\_\_\_  
COUNTY CLERK

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By and Between



THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, (“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, on July 31, 2012, three (3) 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, and the Heart of Georgia Altamaha special tax district (“Act”); and

WHEREAS, the Southern Georgia special tax district voted to levy the special district sales and use tax on May 22, 2018 by voter referendum; 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 amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018, 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) Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275**

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

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

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

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

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

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

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

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

**ARTICLE I  
SCOPE AND PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**ARTICLE II  
REVIEW OF WORK**

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

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

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

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

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

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

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

**ARTICLE IV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

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

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

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

**ARTICLE V  
INSURANCE**

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

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

OR

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

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

**MINIMUM INSURANCE**

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

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

**ARTICLE VI  
COMPENSATION AND PAYMENT**

**A. 100% TIA Funded Project.**

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

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

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

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

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

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

**C. Budget Estimate and Reimbursement.**

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

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

**A. Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275**

1) **Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275: TWO MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$2,525,000.00)**

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.

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

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

#### ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland

Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

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

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

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

GEORGIA DEPARTMENT OF  
TRANSPORTATION

LOWNDES COUNTY, GEORGIA

\_\_\_\_\_  
Commissioner (Seal)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

ATTEST:

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.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

58-600856  
Federal Employer Identification Number

**EXHIBITS**

**Exhibit A**

**Work Schedule**

**Exhibit B**

**Scope and Procedure**

**EXHIBIT A**  
**WORK SCHEDULE**

**1) Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275**

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 Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275

APPENDICES

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

**APPENDIX A**

LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:

- 1) Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275**





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

January 15, 2021

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

**SUBJECT: PI# 0016275, SGRC-114, Briggston Road Paving and Drainage Improvements  
Local Delivery Approval**

Mr. Fletcher:

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

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

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

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at [bmoseley@dot.ga.gov](mailto:bmoseley@dot.ga.gov).

Sincerely,

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

Kenneth Franks,  
State TIA Administrator

KKF:BAM

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



**Transportation Investment Act (TIA) Local Project Delivery Application**

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

Section II – Project Information			
<b>County</b> Lowndes	<b>City</b> Valdosta	<b>Congressional District</b> 8th	<b>GDOT District</b> Dist 4
<b>Regional Commission</b> South Georgia		<b>MPO Region (if applicable)</b> Valdosta	
<b>Regional Commission ID Number/ PI Number/ and Project Name</b> SGRC-114 / PI 0016275 /Briggston Road Paving and Drainage Improvements			
<input checked="" type="checkbox"/> Local Government is LAP Certified			

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

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

### Section III--Attachments

Provide as attachments, the following information:

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

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

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

I, Bill Slaughter (Name), the Chairman

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

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

LOCAL GOVERNMENT:

 (Signature)

Sworn to and subscribed before me,

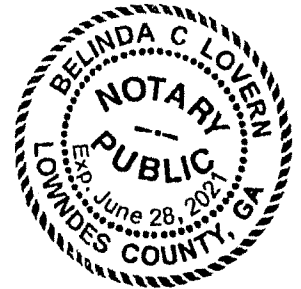
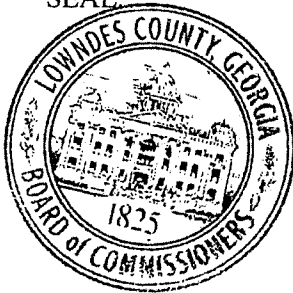
Chairman (Title)

This 11th day of January, 2021.  
In the presence of:

1-11-21 (Date)

NOTARY PUBLIC

SEAL:



Belinda C. Lovern  
My Commission Expires: June 28, 2021

## PI 0016275 – Briggston Road Paving and Drainage Improvements

- 1a. County Engineering Staff to oversee project  
Consultant Design Engineer for development of construction plans  
GDOT R/W consultant will handle R/W acquisition along with Lowndes County Staff  
Utility Owner/Contractor will relocate utilities  
Construction Management by County Staff  
Anticipated Cost: \$2,525,000
- 1b. Lowndes County Procurement Policy
- 1c. Lowndes County Contract  
Funding from TIA 25% Discretionary and Local SPLOST Funds
- 1d. No – Lowndes County Road
  
- 2a. Old US 41 Widening Phase 1  
County Staff provided 100% oversight  
Begin PE Sept 2014  
Let January 2015  
Award February 2015  
Construction Start May 2015  
Completion August 2015  
Project Estimate \$1,000,000  
Contact Amount \$990,500
- 2b. Coppage Road Paving Project  
County Staff provided 100% oversight  
Begin PE June 2014  
Let April 2015  
Award June 2015  
Construction Start July 2015  
Completion April 2016  
Project Estimate \$1,600,000  
Contact Amount \$1,493,274

- 2c. Hickory Grove Road Bridge Replacement Project  
County Staff provided 100% oversight  
Begin PE June 2019  
Let July 2019  
Award August 2019  
Construction Start March 2020  
Completion July 2020  
Project Estimate \$2,700,000  
Contact Amount \$2,695,000
3. Lowndes County Staff will have dedicated staff to manage and monitor the project on a daily basis.
4. Lowndes County Staff will have staff dedicated to provide regular reports to the GDOT office.
5. Lowndes County Engineering Staff will follow the Lowndes County Procurement Policy.
6. MPO Approval
7. Lowndes County has no conflict of interest regarding this project.

**APPENDIX B**

**CERTIFICATION OF COMPLIANCES**

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

**I. PROCUREMENT REQUIREMENTS**

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

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

**II. STATE AUDIT REQUIREMENT**

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

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

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

APPENDIX C

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Lowndes County

Contract No. and Name: IGZIA2101054  
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 D**

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

- 1) Briggston Road Paving and Drainage Improvements, SGRC-114, P.I. 0016275**

**[ATTACH EXECUTED RESOLUTION HERE]**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: TIA Local Agreement for Shiloh Road

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Georgia DOT Transportation Investment Act of 2010  
Project Agreement (TIA) for Shiloh Road Widening and Bridge Replacement

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HISTORY, FACTS AND ISSUES: The Georgia Department of Transportation has reviewed and approved the TIA Local Government Application for the Lowndes County Shiloh Road Widening and Bridge Replacement project. This agenda item is to authorize the Chairman through the resolution to execute the Local Agreement between the Georgia Department of Transportation and Lowndes County.

OPTIONS: 1. Authorize Chairman to sign the resolution  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

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 C. 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 23rd day of February, 2021.

ATTEST:

\_\_\_\_\_  
COUNTY CLERK

BY: \_\_\_\_\_  
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

I, Belinda C. 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 23rd day of February, 2021.

BY: \_\_\_\_\_  
COUNTY CLERK

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT



By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, ("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, on July 31, 2012, three (3) 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, and the Heart of Georgia Altamaha special tax district ("Act"); and

WHEREAS, the Southern Georgia special tax district voted to levy the special district sales and use tax on May 22, 2018 by voter referendum; 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 amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018, 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) Shiloh Road Resurfacing and Bridge Replacement, SGRC-111, P.I. 0016272**

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

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

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

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

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

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

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

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

**ARTICLE I  
SCOPE AND PROCEDURE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- I. **RESERVED.**
- J. **RESERVED.**

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

**ARTICLE II  
REVIEW OF WORK**

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

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

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

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

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

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

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

**ARTICLE IV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

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

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

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



**ARTICLE V  
INSURANCE**

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

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

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

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

**MINIMUM INSURANCE**

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

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

**ARTICLE VI  
COMPENSATION AND PAYMENT**

**A. 100% TIA Funded Project.**

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

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

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

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

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

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

**C. Budget Estimate and Reimbursement.**

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

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

- 1) Shiloh Road Resurfacing and Bridge Replacement, SGRC-111, P.I. 0016272: FIVE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$5,600,000.00)**

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.

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

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

#### **ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS**

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

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

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

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

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

F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland



Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.

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

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

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

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

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

GEORGIA DEPARTMENT OF  
TRANSPORTATION

LOWNDES COUNTY, GEORGIA

\_\_\_\_\_  
Commissioner (Seal)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

ATTEST:

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.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name/Title

58-600856  
Federal Employer Identification Number

**EXHIBITS**

**Exhibit A**

**Work Schedule**

**Exhibit B**

**Scope and Procedure**

**EXHIBIT A**

**WORK SCHEDULE**

**1) Shiloh Road Resurfacing and Bridge Replacement, SGRC-111, P.I. 0016272**

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 Shiloh Road Resurfacing and Bridge Replacement, SGRC-111, P.I. 0016272

**APPENDICES**

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

**APPENDIX A**

LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:

- 1) **Shiloh Road Resurfacing and Bridge Replacement, SGRC-111, P.I. 0016272**



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

January 15, 2021

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

**SUBJECT: PI# 0016272, SGRC-111, Shiloh Road Resurfacing and Bridge Replacement  
Local Delivery Approval**

Mr. Fletcher:

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

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

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

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at [bmoseley@dot.ga.gov](mailto:bmoseley@dot.ga.gov).

Sincerely,

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

Kenneth Franks,  
State TIA Administrator

KKF:BAM

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





**Transportation Investment Act (TIA) Local Project Delivery Application**

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

Section II – Project Information			
<b>County</b> Lowndes	<b>City</b> Valdosta	<b>Congressional District</b> 8th	<b>GDOT District</b> Dist 4
<b>Regional Commission</b> South Georgia		<b>MPO Region (if applicable)</b> Valdosta	
<b>Regional Commission ID Number/ PI Number/ and Project Name</b> SGRC-111 / PI 0016272 /Shiloh Road Resurfacing and Bridge Replacement			
<input checked="" type="checkbox"/> Local Government is LAP Certified			

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

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

### Section III–Attachments

Provide as attachments, the following information:

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

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

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

I, Bill Slaughter (Name), the Chairman

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

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

LOCAL GOVERNMENT:

*Bill Slaughter* (Signature)

Sworn to and subscribed before me,

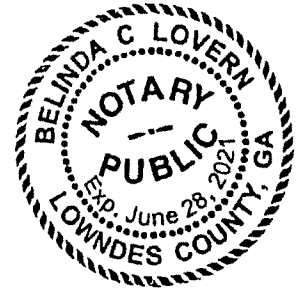
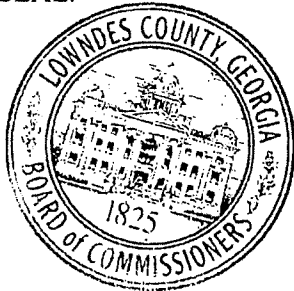
Chairman (Title)

This 11th day of January, 2021.  
In the presence of:

1-11-21 (Date)

NOTARY PUBLIC

SEAL:



Belinda C. Lovern  
My Commission Expires: June 28, 2021

## PI 0016272 – Shiloh Road Resurfacing and Bridge Replacement

- 1a. County Engineering Staff to oversee project  
Consultant Design Engineer for development of construction plans  
GDOT R/W consultant will handle R/W acquisition along with Lowndes County Staff  
Utility Owner/Contractor will relocate utilities  
Construction Management by County Staff  
Anticipated Cost: \$5,600,000
- 1b. Lowndes County Procurement Policy
- 1c. Lowndes County Contract  
Funding from TIA 25% Discretionary and Local SPLOST Funds
- 1d. No – Lowndes County Road
  
- 2a. Old US 41 Widening Phase 1  
County Staff provided 100% oversight  
Begin PE Sept 2014  
Let January 2015  
Award February 2015  
Construction Start May 2015  
Completion August 2015  
Project Estimate \$1,000,000  
Contact Amount \$990,500
- 2b. Coppage Road Paving Project  
County Staff provided 100% oversight  
Begin PE June 2014  
Let April 2015  
Award June 2015  
Construction Start July 2015  
Completion April 2016  
Project Estimate \$1,600,000  
Contact Amount \$1,493,274

- 2c. Hickory Grove Road Bridge Replacement Project  
County Staff provided 100% oversight  
Begin PE June 2019  
Let July 2019  
Award August 2019  
Construction Start March 2020  
Completion July 2020  
Project Estimate \$2,700,000  
Contract Amount \$2,695,000
3. Lowndes County Staff will have dedicated staff to manage and monitor the project on a daily basis.
4. Lowndes County Staff will have staff dedicated to provide regular reports to the GDOT office.
5. Lowndes County Engineering Staff will follow the Lowndes County Procurement Policy.
6. MPO Approval
7. Lowndes County has no conflict of interest regarding this project.

**APPENDIX B**

**CERTIFICATION OF COMPLIANCES**

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

**I. PROCUREMENT REQUIREMENTS**

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

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

**II. STATE AUDIT REQUIREMENT**

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

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

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

APPENDIX C

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: Lowndes County

Contract No. and Name: IGZIA2101053  
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 D**

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

- 1) Shiloh Road Resurfacing and Bridge Replacement, SGRC-111, P.I. 0016272**

**[ATTACH EXECUTED RESOLUTION HERE]**



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of Hightower Road and Cooper Road Right of Way Purchases

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$10,195.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Hightower Rd.-Cooper Rd. ROW Purchases

---

HISTORY, FACTS AND ISSUES: The County has negotiated the purchase of Right of Way property numbers 13, 14, 15, 16, 17, 18, 19, 22 and 33 for the Hightower Road - Cooper Road TSPLOST project. The respective grantors, identities of the properties, and purchase price terms for the acquisition for each property are attached. The Commission is required to approve each of these acquisitions in a public vote.

OPTIONS: 1. Approve the acquisitions from the schedule grantors of the identified properties for the purchase price terms

2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**Proposed Purchases of Certain ROW Parcels  
for Hightower Rd.-Cooper Rd. TSPLOST Project**

<u>ROW Parcel #</u>	<u>Grantor(s)</u>	<u>Portion of Tax Parcel #</u>	<u>Purchase Price</u>
13	J Barnes	0207 006	\$ 500.00
14	J H Garcia & G Garcia	0207 005	500.00
15	R A ONeal & K E Harris	0207 004	500.00
16	J K Turner	0207 003	500.00
17	D J Daugherty	0207 002	500.00
18	D J Daugherty	0207 001A	500.00
19	D J Daugherty	0207 001	1,250.00
22	Y M Hill & S J Mergen	0177 055B	4,500.00
33	R J Commander	0207 013A	<u>1,445.00</u>
			\$10,195.00

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Wetland and Stream Credits for Old US 41 North Widening Project

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$168,880.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Purchase Wetland and Stream Credits for Old US 41 Widening Project

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HISTORY, FACTS AND ISSUES: As a part of the Old US 41 N Widening Project, the construction will impact wetlands. As a result, Lowndes County will be required to purchase wetland credits and stream credits from an approved Army Corp of Engineers wetland bank. Lowndes County will need a total of 4.56 wetland credits and 83 stream credits to finalize the wetland impact permit for this project. Wetland credits are available through Williams Investments, LLC at \$5,000.00, per credit and \$1,760.00, for a stream credit.

OPTIONS: 1. Purchase 4.56 Wetland Credits and 83 stream credits  
2. Board's pleasure

RECOMMENDED ACTION: Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



*Mitigation Credit Broker*

## 100% INVOICE

Williams Investments Company  
1551 Jennings Mill Road  
Suite 1400-B  
Watkinsville, GA 30677

Lowndes County Board of Commissioners  
Mike Fletcher  
325 West Savannah Avenue  
Valdosta  
GA - 31603

CC: Rob Rickert, LEA,PC

Invoice Date: Feb 10, 2021  
Invoice Number: SD-9030  
Amount Due: \$22,800.00  
Credit Source(s): Cecil Bay, ,

Description	Quantity	Cost per Credit	Total
Stream		\$	\$
Wetland	4.56	\$5,000.00	\$22,800.00
		<b>Grand Total</b>	<b>\$22,800.00</b>

### TERMS

Payment is due 30 days from invoice date. Pricing is not guaranteed beyond 30 days. Credits are not reserved unless a 10% deposit has been made. The terms of this invoice replace and supercede any estimate previously provided. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the USACE. **We must obtain a copy of your approved USACE permit prior to completing the closing.**

Please send and make check payable to:

**Williams Investments Company**  
**1551 Jennings Mill Road**  
**Suite 1400-B**  
**Watkinsville, GA 30677**

If you have any questions or concerns about your invoice, please contact us directly.

Thank you,

Marie Reynolds

Sales@BluewayLand.com  
(706) 850-2171

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Just Compensation - Right of Way Parcel 10 Hightower Road  
and Cooper Road, TSPLOST Project

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$339.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Just Compensation - Right of Way Parcel 10 Hightower Road and Cooper Road, TSPLOST Project

---

HISTORY, FACTS AND ISSUES: The County needs to acquire 3,156 +/- sq. ft. of fee simple ROW and 1,500.17 +/- sq. ft. for a drainage easement along Cooper Rd. for road right of way purposes as described on the attached plats. The Commission must determine the "just compensation" purchase price to offer the owner of the properties. Bajalia & Associates, LLC's appraised value for the properties is \$339.00. The Commission needs to adopt the attached proposed Resolution finding the just compensation for the properties equals their appraised value and regarding the County acquiring the property.

OPTIONS: 1. Approve the attached Resolution determining the just compensation for the ROW and drainage easement properties and regarding the County acquiring the properties.

2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## RESOLUTION

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY SITTING AS THE GOVERNING AUTHORITY OF LOWNDES COUNTY FOR THE PURPOSE OF ESTABLISHING THE AMOUNT IT BELIEVES TO BE JUST COMPENSATION FOR THE ACQUISITION OF CERTAIN REAL PROPERTY ALONG COOPER ROAD, LOWNDES COUNTY, GA, FOR RIGHT OF WAY, DRAINAGE EASEMENT, AND OTHER PUBLIC PURPOSES AND TO AUTHORIZE AND APPROVE THE ACQUISITION OF SUCH REAL PROPERTY.

WHEREAS, the Board of Commissioners seeks to acquire 3156 +/- sq. ft. of fee simple right of way which property is described on the attached plat of "County Road Right-of-Way for Cooper Road" and 1500.17 +/- sq. ft. for a drainage easement which property is described on the attached plat of "Drainage Easement for Cooper Road," for transportation and other public purposes along Cooper Road, Lowndes County, Georgia (collectively, the "Property") through, if at all reasonably possible, negotiations and agreement between the County and the owner of the Property;

WHEREAS, as required by O.C.G.A. §22-1-9(2), before initiating negotiations with the Property's owner, for its acquisition, the Board of Commissioners has had an independent appraisal of the Property performed by Bajalia & Associates, LLC (the "Appraisal") which Appraisal finds the Property has a value of \$339.00 (the "Appraised Value");

WHEREAS, as required by O.C.G.A. §22-1-9(3), before initiating negotiations to acquire the Property, the Board of Commissioners wishes first to establish the amount which it believes to be just compensation for the Property;

WHEREAS, as also required by O.C.G.A. §22-1-9(3), the Board of Commissioners once it has established an amount which it believes to be just compensation for the Property desires to then make a written offer to acquire the Property for the full amount of such just compensation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lowndes County, that after review of the Appraisal and discussion, the Board of Commissioners finds that just compensation to the owner of the Property for its acquisition by the Board of Commissioners to be \$339.00; and

BE IT FURTHER RESOLVED, that the County Manager or his designee and/or the Office of the County Attorney shall on behalf of the Board of Commissioners make a written offer to the owner of the Property to acquire the Property for a total of \$339.00, and to further otherwise undertake every reasonable effort to lawfully acquire the Property expeditiously by negotiation, agreement, and purchase for an amount no less than such amount; and

BE IT FURTHER RESOLVED, that the County Manager or his designee and/or the Office of the County Attorney shall on behalf of the Board of Commissioners take such other and further actions in making every reasonable effort to lawfully acquire, and to so acquire, the Property expeditiously by negotiation, agreement, and purchase.

IT IS SO RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

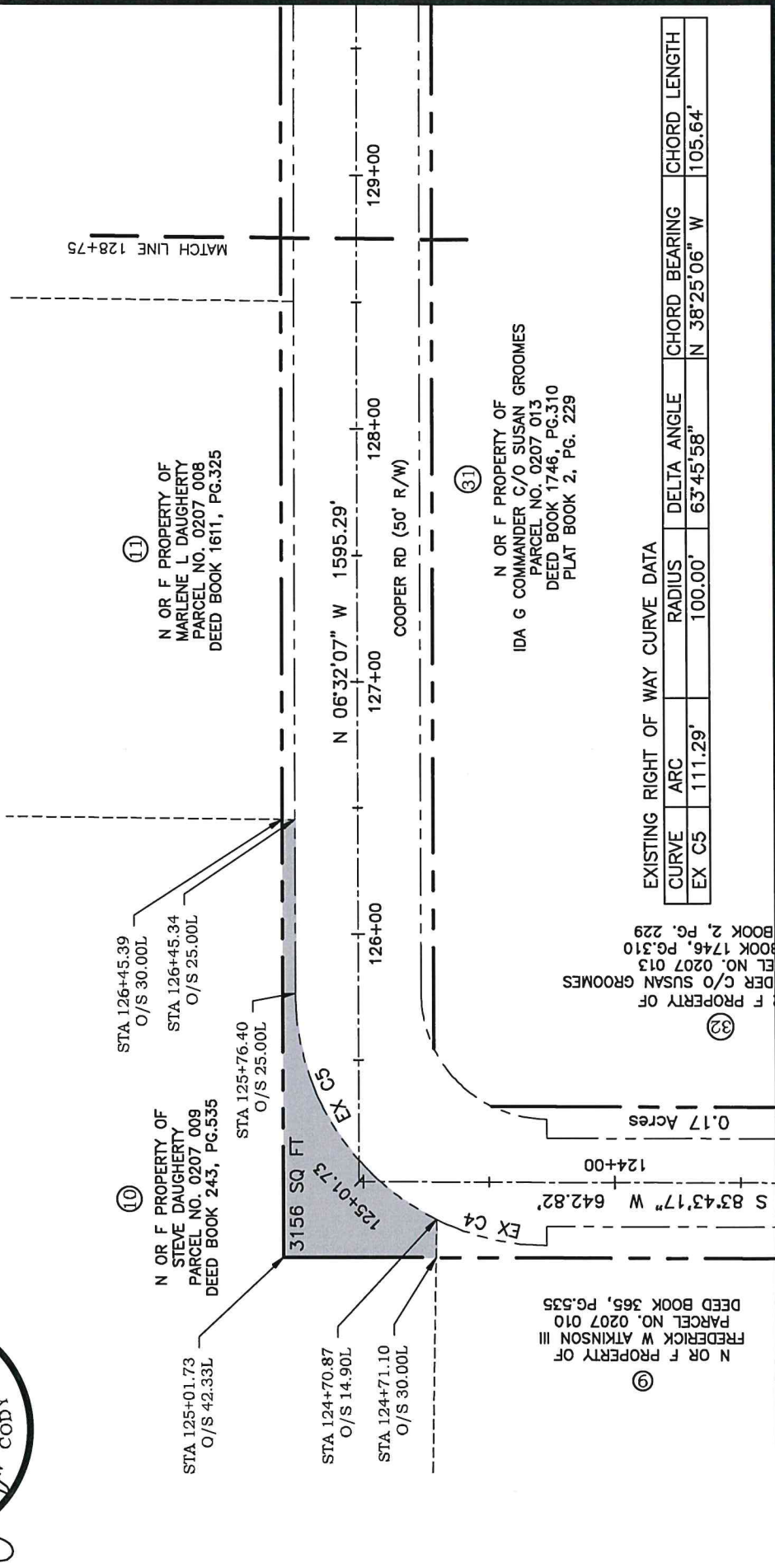
BY: \_\_\_\_\_  
Bill Slaughter, Chairman

ATTEST: \_\_\_\_\_  
Belinda C. Lovern, Clerk





--- EXISTING RIGHT-OF-WAY  
 --- PROPOSED RIGHT-OF-WAY  
 --- PROPOSED CENTERLINE



EXISTING RIGHT OF WAY CURVE DATA

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
EX C5	111.29'	100.00'	63°45'58"	N 38°25'06" W	105.64'

0.17 Acres

124+00 126+00 127+00 128+00 129+00

S 83°43'17" W 642.82'

125+01.73

3156 SQ FT

EX C5

EX C4

124+00 126+00 127+00 128+00 129+00

N 06°32'07" W 1595.29'

COOPER RD (50' R/W)

MATCH LINE 128+75

⑩ N OR F PROPERTY OF STEVE DAUGHERTY PARCEL NO. 0207 009 DEED BOOK 243, PG.535

⑪ N OR F PROPERTY OF MARLENE L DAUGHERTY PARCEL NO. 0207 008 DEED BOOK 1611, PG.325

⑬ N OR F PROPERTY OF FREDERICK W ATKINSON III PARCEL NO. 0207 010 DEED BOOK 365, PG.535

⑭ N OR F PROPERTY OF IDA G COMMANDER C/O SUSAN GROOMES PARCEL NO. 0207 013 DEED BOOK 1746, PG.310 PLAT BOOK 2, PG. 229

⑮ N OR F PROPERTY OF MARLENE L DAUGHERTY PARCEL NO. 0207 008 DEED BOOK 1611, PG.325

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COUNTY ROAD RIGHT-OF-WAY FOR:  
**COOPER ROAD**

IGTIA# 1901636 / PI# 0016276 / SGRC-115

0 60 120 180

**INNOVATE!**

Engineering & Surveying

PHONE: 229-249-9113 www.innovatees.com  
 2214 N. Patterson Street, Valdosta, GA 31602

1456

0207 009 / 1-1

LOCATED IN  
 LAND LOT 228  
 11th LAND DISTRICT  
 LOWNDES COUNTY, GA  
 PLAT DATE: 1/3/2020  
 FIELD SURVEY DATE:  
 12/18/2019  
 SCALE 1"=60'



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approval of the Solicitor General's VAWA Competitive Grant Award

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$19,167.00 Cash Match

FUNDING SOURCE:

- ( ) Annual
- ( ) Capital
- (X) Cash
- ( ) SPLOST
- ( ) TSPLOST

COUNTY ACTION REQUESTED ON: Solicitor-General's Office VAWA Grant Award Activation

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HISTORY, FACTS AND ISSUES: On October 27, 2020, the Solicitor-General's Office was Granted permission to apply for the VAWA Competitive Grant which currently pays the salary and fringe benefits for our VAWA Prosecutor. The grant application was approved and the Solicitor-General's Office was awarded \$50,000.00, in Federal Funds. This is the same amount as the previous 3 years. The initial award period is January 01 - December 31, 2023. The cash match needed from Lowndes County is \$19,167.00 (same as previous years). The Solicitor-General's office requests the board's approval of the VAWA Grant Award and permission for the Chairman to sign all necessary documents to be included in the award packet. The award documents have been delayed and are forthcoming. These documents will be forwarded to the Chairman for his signature as soon as they are received.

OPTIONS: 1. Approve Solicitor General's VAWA Competitive Grant Award  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Solicitor-General

DEPARTMENT HEAD: Justo C. Cabral, III

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

BRIAN P. KEMP  
GOVERNOR



JAY NEAL  
DIRECTOR

December 21, 2020

Ms. Karen Hayes  
Victim Services Coordinator  
Lowndes County Solicitor-General's Office  
327 North Ashley Street  
Valdosta, GA 31601

Dear Ms. Karen Hayes,

The Criminal Justice Coordinating Council (CJCC) is pleased to inform you that your funding application for the competitive FY2020 Violence Against Women Act (VAWA) grant program has been approved. CJCC received over 100 applications requesting over \$10 M for FY2020 VAWA grant program funds. After a thorough review of your application and supporting documents, we have made this decision based on the grant program priorities, grant program allocation requirements, a clearly identified need and other considerations. Your agency has been approved in the amount of \$50,000 to support a VAWA DV prosecutor.

Your assigned Grant Specialist will be in contact with you to discuss and request any information or documentation required to activate your FY2020 VAWA award.

In the interim, if you have questions or concerns regarding your application or the information provided in this letter please contact Supervisor, Nikitris Deloach, at 404-657-1998 or [nikitris.deloach@cjcc.ga.gov](mailto:nikitris.deloach@cjcc.ga.gov).

Sincerely,

Kristy Carter  
Division Director  
Victim Assistance Grants & Policy Division

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Request for the Purchase of Motorola Radios for Public Works

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$34,024.64

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Request for the Purchase of Motorola Radios for Public Works

---

HISTORY, FACTS AND ISSUES: Request to purchase qty-16 Portable Motorola Radios to replace outdated equipment for the Public Works Road Maintenance Division. This is a budgeted item approved in the current fiscal year budget with a total cost of \$34,024.64, submitted by Motorola.

OPTIONS: 1. Approve the Purchase of Motorola Radios for Public Works  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Public Works

DEPARTMENT HEAD: Robin Cumbus

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



QUOTE-1410109  
Lowndes County Public Works

Billing Address:  
LOWNDES COUNTY BOARD OF  
COMMISSIONERS  
327 N ASHLEY ST 1ST FL  
ADMIN BLDG  
VALDOSTA, GA 31601  
US

Shipping Address:  
MOBILE COMMUNICATIONS  
1606 RIVER ST  
VALDOSTA, GA 31601  
US

Quote Date:02/02/2021  
Expiration Date:05/03/2021  
Quote Created By:  
Glyn McCrary  
MR Representative  
glynmccrary@callmc.com

End Customer:  
LOWNDES COUNTY BOARD OF  
COMMISSIONERS  
Robin Cumbus  
rcumbus@lowndescounty.com  
229-671-2700

Line #	Item Number	Description	Qty	List Price	Ext. Sale Price
	APX™ 900				
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	16	\$1,597.00	\$18,279.84
1a	QA04096AA	ENH: P25 TRUNKING	16	\$1,070.00	\$12,247.68
1b	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	16	\$0.00	\$0.00
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	16	\$0.00	\$0.00
2	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	16	\$76.00	\$869.92
	Product Services				
3	LSV00Q00202A	DEVICE PROGRAMMING	16	\$80.00	\$1,280.00
4	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	16	\$117.70	\$1,347.20

Grand Total

**\$34,024.64(USD)**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Georgia Environmental Finance Authority (GEFA) Loan  
Application for the Lake Park Bellville Road Widening Project

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$1,974,139.00

FUNDING SOURCE:

- ( ) Annual
- ( ) Capital
- (X) Loan
- ( ) SPLOST
- ( ) TSPLOST

COUNTY ACTION REQUESTED ON: GEFA Loan Application for the Lake Park Bellville Road Widening Project

HISTORY, FACTS AND ISSUES: Georgia Department of Transportation (GDOT) project 0013987 involves the widening of Lake Park Bellville Road and requires county utilities to be relocated. The estimated cost for this project is \$1,974,139.00. Staff has determined a GEFA loan to be the best source to fund this project. Staff recommends approving the GEFA loan application for \$1,974,139.00 and authorize the Chairman to sign the application.

- 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  
COMMISSION AGENDA ITEM

SUBJECT: Georgia Environmental Finance Authority (GEFA) Loan  
Application for Lift Station & Manhole Rehab Project

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$1,875,000.00

FUNDING SOURCE:

- Annual
- Capital
- Loan
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Georgia Environmental Finance Authority (GEFA) Loan Application for Lift Station & Manhole Rehab Project

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HISTORY, FACTS AND ISSUES: As part of our ongoing maintenance program we have several lift stations and manholes in need of rehab and repair. The County qualified to apply for a GEFA loan with a portion to potentially be forgiven. After consultation with Carter & Sloope we are asking for a \$2,500,000.00 loan with \$625,000.00 to be forgiven and \$1,875,000.00 to be repaid. Staff recommends approval and authorize the Chairman to sign the application.

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  
COMMISSION AGENDA ITEM

SUBJECT: GMASS Rural Land Maintenance Contract

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$6,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: GMASS Rural Land Maintenance Contract

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HISTORY, FACTS AND ISSUES: The Lowndes County Board of Assessors has approved a contract between the Board of Assessors and GMASS to perform maintenance updates to the Rural Land schedules for the 2021 Digest.

OPTIONS: 1. Approve Contract between Board of Assessors and GMASS  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Board of Assessors

DEPARTMENT HEAD: Silas Hrobar

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## **AGREEMENT FOR RURAL LAND VALUATION SERVICES**

**THIS AGREEMENT** (the “Agreement”) is made as of the 4<sup>th</sup> day of February, 2021 by and between the **LOWNDES COUNTY BOARD OF TAX ASSESSORS** (the “Assessors”) and **GMASS, INC.**, a Georgia corporation (d/b/a Georgia Mass Appraisal Solutions & Services) (“GMASS”), and is approved by the Board of Commissioners of Lowndes County.

**WHEREAS**, GMASS possesses the knowledge, skill, and expertise for performing certain functions and services regarding real estate appraisal and valuations including, specifically, review and updating of rural land parcel valuations and tables in accordance with and as required by Georgia Department of Revenue (“GA DOR”) Regulations 560-11-10-09 (Real Property Appraisal); and

**WHEREAS**, the Assessors desire to have GMASS perform, and GMASS desires to perform, such functions and services for the Assessors;

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

### **Section 1. Statement of Work:**

a. GMASS shall maintain for the Assessors existing large and small parcel schedules relating to real property rural land valuations in Lowndes County in each case conforming to the GA DOR’s rules and regulations and to the guidelines set forth in the GA DOR’s “Class IV B – Valuation of Rural Land. The functions and services to be performed by GMASS in maintaining the existing large and small parcel schedules for the Assessors shall include the following (in each case for valuation of rural real property land in Lowndes County):

- Review sales of large tracts that have been qualified by the Assessors to determine values of all non-land items including timber
- Provide list of sales of real property with extracted values for timber and other non-land values
- Confirm the existing small acre break point between small and large rural land parcels
- Generate separate ratio studies for large and small rural tracts
- Perform the following if ratio statistics fall outside the following ranges
  - Median: less than .3700 or greater than .4100 for either small or large tracts
  - Coefficient of Dispersion: greater than .1800 for either small or large tracts
  - Price Related Differential: less than .97 or greater than 1.07 for small or large tracts
- If ratio statistics fall outside acceptable ranges, as set above, review and update rural land schedules and accessibility assignments as needed.
- Determine absorption rate for large tracts where insufficient sales exist
- Document work

The above Statement of Work and services being referred to in this Agreement as the “Services.”

b. All Services, including without limitation the preparation and final deliverable of the large and small parcel schedules, and all other work and services performed by GMASS hereunder, shall conform to the applicable rules, regulations and guidelines of GA DOR (including without limitation its Appraisal Procedures Manual) and to customary and prudent industry standards and practices for real estate and property tax valuations and appraisals in Georgia. GMASS shall complete the Services and provide the deliverables to the Assessors on or before May 10, 2021 unless a later date is mutually agreed upon by the Assessors and Company.

**Section 2. Project Director:** Greg Reese of GMASS (the “Project Director”) shall have primary responsibility for managing and directing GMASS’s performance of the Services and the Agricultural Improvements Updates, and supervision of GMASS’s employees assisting the Project Director in performing the Services and the Agricultural Improvements Updates. The Project Director shall not be replaced by GMASS without prior written approval of the Assessors including approval of the Project Director’s successor. The Project Director shall be the primary contact at GMASS for the Services, the Agricultural Improvements Updates and this Agreement.

**Section 3. Term of Agreement:** This Agreement shall commence on the date hereof and shall terminate on May 10, 2021. This Agreement may be extended for additional periods upon written agreement of the parties.

**Section 4. Compensation for the Services:** The Assessors shall compensate GMASS for performing the Services for the fixed fee of \$6,000. Such \$6,000 fixed fee shall be paid to GMASS simultaneously with the execution of this Agreement.

**Section 5. Additional Work:** Should the Assessors request the assistance of GMASS with respect to a property tax appeal by a taxpayer relating to the large and small parcel schedules prepared pursuant to this Agreement by GMASS, GMASS shall be paid \$550.00 per day (charged in ½ day increments), which amount includes travel, lodging and other expenses of GMASS, per appraiser rendering such appeal assistance requested by the Assessors. GMASS shall invoice the Assessors on a monthly basis for its charges for any such work or appeal assistance, in each case as requested of GMASS by the Assessors, with such invoices being payable within 30 days of receipt by the Assessors.

**Section 6. Rights in Data and Intellectual Property:** GMASS acknowledges and agrees that it is performing the Services under this Agreement on a “work for hire” basis and that all ownership of results, reports, data, information, and deliverables developed under this Agreement shall vest in and belong solely to the Assessors. GMASS shall not disclose (except as may be required by law or court order) or otherwise itself use any of such results, reports, data, information, and deliverables developed under this Agreement except with the prior specific written authorization of the Assessors.

**Section 7. Publicity:** Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written consent of the other which consent will not be unreasonably withheld, conditioned or delayed.

**Section 8. Independent Contractor:** For the purposes of this Agreement, GMASS is an independent contractor. Neither GMASS nor any of its agents, servants, or employees shall become or be deemed to become agents, servants, or employees of the Assessors. This Agreement shall not be construed so as to create any partnership or joint venture between the Assessors and GMASS.

**Section 9. Modification of Agreement:** The Assessors may, from time to time, require changes in or additions to the scopes of work for the Services to be performed by GMASS hereunder. Such changes and additions, including any increase or decrease in the amount of GMASS's compensation or time of performance, as are mutually agreed upon by the parties shall be incorporated by written amendment to this Agreement.

**Section 10. Termination:** Should a party breach or violate this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice specifying such breach or violation in reasonable detail to the breaching party should such breaching party not cure such breach or violation within such thirty (30) day period. In the event that this Agreement is terminated and, at the time of termination, GMASS has not rendered all of the Services, as the case may be, for which it has been paid, in addition to any other rights and remedies of the Assessors, GMASS shall promptly refund to the Assessors the \$6,000, less the commercially reasonable portion of such fee that the parties shall in good faith agree is attributable to the part of the Services both fully performed by GMASS and which are captured and summarized in fully completed deliverables provided to the Assessors that are usable on a practical basis by the Assessors.

**Section 11. Notices:** All notices to party under this Agreement shall be deemed duly given, upon delivery, if delivered by hand or by electronic means, or five business days after posting, if sent by postage prepaid, Registered or Certified Mail, Return Receipt Requested, to such party at its address set forth below:

**ASSESSORS:**

Lowndes County Board of Tax Assessors  
327 N. Ashley Street  
Valdosta, GA 31601  
Attn: Silas Hrobar

**GMASS:**

GMASS, Inc.  
P.O. Box 67  
Norwood, GA 30821  
Attn: Gregg Reese

**Section 12. Applicable Law:** This Agreement shall be governed by the laws of the State of Georgia.

**Section 13. Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

**Section 14. Amendment or Waiver:** This Agreement may not be changed, waived, terminated (except as otherwise specified in Section 10), or discharged except in a writing signed by all parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate



**Attachment 1**

**Contract Addendum – Georgia Illegal Immigration Reform and Enforcement Act of 2011**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Approve Purchase of West Savannah Avenue and Briggs Street Properties

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$219,000.00

FUNDING SOURCE:

( ) Annual

( ) Capital

( ) N/A

(X) SPLOST

( ) TSPLOST

COUNTY ACTION REQUESTED ON: Approve Purchase of West Savannah Avenue and Briggs Street Properties

HISTORY, FACTS AND ISSUES: The County has negotiated the purchase of two (2) properties on West Savannah Avenue and one (1) property on Briggs Street from the Southern Regional Development Commission for \$219,000.00. The attached Deeds set forth the seller, identities of the properties, and purchase price and terms of the purchase for the properties.

OPTIONS: 1. Approve the purchase of two (2) properties on West Savannah Avenue and one (1) property on Briggs St. from the Southern Regional Development Commission for \$219,000.00, as set forth in the attached Deeds

2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded document to:  
Elliott, Blackburn & Gooding, P. C.  
3016 North Patterson Street  
Valdosta, GA 31602  
Attn: Thompson H. Gooding, Jr.

**QUIT-CLAIM DEED**

STATE OF GEORGIA  
LOWNDES COUNTY

**THIS INDENTURE** made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between **SOUTHERN GEORGIA REGIONAL COMMISSION (f/k/a South Georgia Regional Development Center, South Georgia Area Planning and Development Commission, and The Coastal Plain Area Planning and Development Commission)**, a political subdivision of the State of Georgia (“Grantor”) and **BOARD OF COMMISSIONERS OF LOWNDES COUNTY**, a political subdivision of the State of Georgia (“Grantee”). (“Grantor” and “Grantee” to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits.).

**WITNESSETH:**

That Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does remise, release and forever **QUIT-CLAIM** unto Grantee all the right, title, interest, claim or demand which the Grantor has or may have had in and to the following described real property, to wit:

**See Attachment " 1" Attached Hereto**

with all and singular the rights, members and appurtenances to said described property in anywise appertaining and belonging.



**TO HAVE AND TO HOLD** the said described property to Grantee, so that neither Grantor, nor any other person or persons claiming under Grantor, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid described property, or its appurtenances or any part thereof.

**IN WITNESS WHEREOF**, Grantor has hereunto signed and sealed this deed, by and through its authorized representatives, the day and year first above written.

**GRANTOR:**

SOUTHERN GEORGIA REGIONAL  
COMMISSION

(f/k/a South Georgia Regional Development Center,  
South Georgia Area Planning and Development  
Commission, and The Coastal Plain Area Planning  
and Development Commission)

By: \_\_\_\_\_ (SEAL)  
Joyce Evans, Chairman

By: \_\_\_\_\_ (SEAL)  
Lisa Cribb, Executive Director

Attest: \_\_\_\_\_ (SEAL)  
Matt Seale, Secretary

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(AFFIX SEAL)

## Attachment " 1 "

### Tract 1 (West Savannah Avenue)

All that tract or parcel of land situate, lying and being in Land Lot 62 of the 11th Land District, City of Valdosta, Lowndes County, Georgia, containing 0.512 acres and being more particularly described as follows:

BEGIN at a 5/8" iron pin with "ASA" cap found marking the intersection of the easterly right-of-way (r/w) margin of South Briggs Street (said road having a 55' r/w) and the southerly r/w margin of West Savannah Avenue (said road having a 55' r/w) and thence proceed along said southerly r/w margin North 65 degrees 05 minutes 07 seconds East for a distance of 60.64 feet to a point; thence leaving said southerly r/w margin proceed South 24 degrees 56 minutes 56 seconds East for a distance of 50.74 feet to a point; thence proceed North 65 degrees 04 minutes 00 seconds East for a distance of 10.66 feet to a point; thence proceed South 24 degrees 56 minutes 56 seconds East for a distance of 74.37 feet to a point; thence proceed North 65 degrees 03 minutes 00 seconds East for a distance of 68.43 feet to a point; thence proceed South 24 degrees 56 minutes 56 seconds East for a distance of 7.31 feet to a point; thence proceed North 65 degrees 03 minutes 00 seconds East for a distance of 103.85 feet to a point; thence proceed South 24 degrees 56 minutes 56 seconds East for a distance of 28.58 feet to a point; thence proceed South 58 degrees 55 minutes 20 seconds West for a distance of 26.31 feet to a 1/2" iron pin; thence proceed South 54 degrees 59 minutes 41 seconds West for a distance of 101.66 feet to a point; thence South 47 degrees 46 minutes 47 seconds West a distance of 124.52 feet to a 1/2" iron pin located on the easterly r/w margin of said South Briggs Street; thence proceed along said easterly r/w margin North 24 degrees 31 minutes 56 seconds West for a distance of 218.57 feet to the POINT OF BEGINNING.

Said Tract 1 (West Savannah Avenue) property is also shown and described as "Tract 1" on that certain Plat of Survey for Board of Commissioners of Lowndes County prepared by Michael D. Cooper, Georgia registered land surveyor, ASA Engineering & Surveying, LLC, platted January 19, 2021, revised February 1, 2021, and recorded in Plat Record Book \_\_\_\_\_, at Page \_\_\_\_\_, in the public plat records of the Lowndes County, Georgia Clerk of Superior Court. Said recorded plat is by reference incorporated herein for all purposes in aid of description.

### Tract 2 (West Savannah Avenue)

All that tract or parcel of land situate, lying and being in Land Lot 62 of the 11th Land District, City of Valdosta, Lowndes County, Georgia, containing 0.161 acres and being more particularly described as follows:

COMMENCE at a 5/8" iron pin with "ASA" cap found marking the intersection of the easterly right-of-way (r/w) margin of South Briggs Street (said road having a 55' r/w) and the southerly r/w margin of West Savannah Avenue (said road

having a 55' r/w) and thence proceed along said easterly r/w margin South 24 degrees 31 minutes 56 seconds East for a distance of 218.57 feet to a 1/2" iron pin being the POINT OF BEGINNING; thence leaving said easterly r/w margin proceed North 47 degrees 46 minutes 47 seconds East for a distance of 124.52 feet to a point; thence proceed North 54 degrees 59 minutes 41 seconds East for a distance of 101.66 feet to a 1/2" iron pin; thence proceed North 58 degrees 55 minutes 20 seconds East for a distance of 26.31 feet to a point; thence proceed North 58 degrees 55 minutes 20 seconds East for a distance of 74.52 feet to a 5/8" iron pin; thence proceed North 60 degrees 58 minutes 23 seconds East for a distance of 101.56 feet to a 4"x4" concrete monument located on the westerly r/w margin of South Oak Street (said road having a 60' r/w); thence proceed along said westerly r/w margin South 24 degrees 23 minutes 16 seconds East a distance of 17.05 feet to a 4"x4" concrete monument; Thence proceed South 60 degrees 53 minutes 17 seconds West for a distance of 100.00 feet to a 3/4" open top pipe; thence proceed South 59 degrees 13 minutes 26 seconds West for a distance of 100.07 feet to a 5/8" iron pin; thence proceed South 54 degrees 53 minutes 12 seconds West for a distance of 19.73 feet to a point; thence proceed South 58 degrees 43 minutes 06 seconds West for a distance of 37.85 feet to a point; thence proceed North 31 degrees 18 minutes 17 seconds West for a distance of 2.05 feet to a point; thence proceed South 59 degrees 26 minutes 12 seconds West for a distance of 15.65 feet to a point; thence proceed South 42 degrees 41 minutes 25 seconds West for a distance of 27.53 feet to a point; thence proceed South 47 degrees 40 minutes 07 seconds West for a distance of 128.74 feet to a 1/2" iron pin located on the easterly r/w margin of said South Briggs Street; thence proceed along said easterly r/w margin North 24 degrees 45 minutes 09 seconds West for a distance of 17.84 feet to the POINT OF BEGINNING.

Said Tract 2 (West Savannah Avenue) property is also shown and described as "Tract 2" on that certain Plat of Survey for Board of Commissioners of Lowndes County prepared by Michael D. Cooper, Georgia registered land surveyor, ASA Engineering & Surveying, LLC, platted January 19, 2021, revised February 1, 2021, and recorded in Plat Record Book \_\_\_\_\_, at Page \_\_\_\_\_, in the public plat records of the Lowndes County, Georgia Clerk of Superior Court. Said recorded plat is by reference incorporated herein for all purposes in aid of description.

### **Tract 3 (Briggs Street)**

All that tract or parcel of land situate, lying and being in Land Lot 62 of the 11th Land District, City of Valdosta, Lowndes County, Georgia, containing 0.181 acres and being more particularly described as follows:

COMMENCE at a 5/8" iron pin with "ASA" cap found marking the intersection of the easterly right-of-way (r/w) margin of South Briggs Street (said road having a 55' r/w) and the southerly r/w margin of West Savannah Avenue (said road having a 55' r/w) and thence proceed along said easterly r/w margin South 24 degrees 31 minutes 56 seconds East for a distance of 218.57 feet to a 1/2" iron pin; thence leaving said easterly r/w proceed South 60 degrees 19 minutes 14

seconds West for a distance of 54.02 feet to a 5/8" iron pin with "ASA" cap being the POINT OF BEGINNING; thence leaving said westerly r/w margin proceed along the clockwise arc of a curve (said curve having a radius of 345.59 feet and being subtended by a chord of 65.33 feet with a bearing of South 59 degrees 47 minutes 03 seconds West) for a distance of 65.43 feet to a 5/8" iron pin with "ASA" cap; thence proceed North 24 degrees 27 minutes 50 seconds West a distance of 123.40 feet to a 5/8" iron pin with "ASA" cap; thence proceed North 65 degrees 06 minutes 03 seconds East for a distance of 65.00 feet to a 5/8" iron pin with "ASA" cap located on the westerly r/w margin of said South Briggs Street; thence proceed along said westerly r/w margin South 24 degrees 27 minutes 50 seconds East for a distance of 117.35 feet to the POINT OF BEGINNING.

Said Tract 3 (Briggs Street) property is also shown and described as "Tract 3" on that certain Plat of Survey for Board of Commissioners of Lowndes County prepared by Michael D. Cooper, Georgia registered land surveyor, ASA Engineering & Surveying, LLC, platted January 19, 2021, revised February 1, 2021, and recorded in Plat Record Book \_\_\_\_\_, at Page \_\_\_\_\_, in the public plat records of the Lowndes County, Georgia Clerk of Superior Court. Said recorded plat is by reference incorporated herein for all purposes in aid of description.

Return recorded document to:  
Elliott, Blackburn & Gooding, P. C.  
3016 North Patterson Street  
Valdosta, GA 31602  
Attention: Thompson H. Gooding, Jr.

**WARRANTY DEED**

GEORGIA, LOWNDES COUNTY.

**THIS INDENTURE** made as of the \_\_\_\_ day of \_\_\_\_\_, 2021, between **SOUTHERN GEORGIA REGIONAL COMMISSION (f/k/a South Georgia Regional Development Center, South Georgia Area Planning and Development Commission, and The Coastal Plain Area Planning and Development Commission)**, a political subdivision of the State of Georgia (“Grantor”), and **BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Grantee”). (“Grantor” and “Grantee” to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits.).

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TWO HUNDRED NINETEEN THOUSAND DOLLARS and NO/100’s (\$219,000.00) and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, and convey, unto Grantee the following described property (the “Property”):

**See EXHIBIT " A " Attached Hereto.**

This conveyance is made subject to and there is excluded from the warranties hereinafter contained the following:

1. Ad valorem taxes for 2021 and subsequent years not yet due and payable;
2. All applicable rights-of-way and/or easements of record.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behoof of Grantee, IN FEE SIMPLE.

**AND GRANTOR SHALL AND WILL WARRANT AND FOREVER DEFEND** by virtue of these presents the right and title to Property unto Grantee against the claims of Grantor and all persons whomsoever.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal as of the day first above written.

**GRANTOR:**

SOUTHERN GEORGIA REGIONAL  
COMMISSION

(f/k/a South Georgia Regional Development Center,  
South Georgia Area Planning and Development  
Commission, and The Coastal Plain Area Planning  
and Development Commission)

By: \_\_\_\_\_ (SEAL)  
Joyce Evans, Chairman

By: \_\_\_\_\_ (SEAL)  
Lisa Cribb, Executive Director

Attest: \_\_\_\_\_ (SEAL)  
Matt Seale, Secretary

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

(AFFIX SEAL)

## EXHIBIT " A "

### Tract 1 (West Savannah Avenue)

All that tract or parcel of land situate, lying and being in the City of Valdosta, Lowndes County, Georgia, and particularly described as follows: BEGIN at an iron pin located at the southeast corner of the intersection of the rights of way of West Savannah Avenue and South Briggs Street, and from said POINT OF BEGINNING thence running North 65 degrees 40 minutes East along the south margin of the right of way of West Savannah Avenue a distance of 60.72 feet to an iron pin; thence running South 24 degrees 21 minutes 42 seconds East a distance of 45.70 feet to an iron pin; thence running North 65 degrees 38 minutes 14 seconds East a distance of 10.66 feet to an iron pin; thence running South 24 degrees 21 minutes 42 seconds East a distance of 74.37 feet to an iron pin; thence running North 65 degrees 38 minutes 14 seconds East a distance of 68.43 feet to an iron pin; thence running South 24 degrees 21 minutes 42 seconds East a distance of 7.31 feet to an iron pin; thence running North 65 degrees 38 minutes 14 seconds East a distance of 103.85 feet to an iron pin; thence running South 24 degrees 21 minutes 42 seconds East a distance of 28.58 feet to an iron pin; thence running South 59 degrees 31 minutes West a distance of 26.47 feet to an iron pin; thence running South 55 degrees 35 minutes West a distance of 101.65 feet to an iron pin; thence running South 48 degrees 20 minutes 43 seconds West a distance of 124.38 feet to an iron pin located on the east margin of the right of way of the said South Briggs Street; and thence running North 23 degrees 57 minutes 30 seconds West a distance of 213.54 feet to the iron pin which is THE POINT OF BEGINNING; said property being more particularly described by reference to that certain map or plat of survey thereof recorded in the office of the Clerk of the Superior Court of Lowndes County, Georgia, in Plat Record Book 16, Folio 200, to which plat and the record thereof reference is made for all purposes of description.

Such Tract 1 is the same property conveyed by Lowndes County, Georgia to The Coastal Plain Area Planning and Development Commission by that certain Warranty Deed, dated October 3, 1972, and recorded at Deed Book 205, Page 85 in the public real estate records of the Clerk of the Lowndes County, GA Superior Court.

### Tract 2 (West Savannah Avenue)

All that certain land situated in the 11<sup>th</sup> Land District, Valdosta, Lowndes County, Georgia, being more particularly described as follows:

BEGINNING at the intersection of the centerline of N/F CSX Transportation, Inc.'s W. L. Converse Spur Tract No. 74 (V.S. 18+93) and the West line of Stevens Street; thence in a Southwesterly direction, following said centerline (the right-of-way being 17.0 feet wide, 8.5 feet each side thereof), with a curve to the left a distance of 429.0 feet, more or less, to the ENDING POINT BEING intersection of the centerline of N/F CSX Transportation, Inc.'s W. L. Converse

Spur Tract No. 74 (V.S. 23+22) and the East line of Briggs Street; containing 0.17 of an acre, more or less, as shown on fragment print of N/F CSX Transportation, Inc.'s Valuation Map S.15B, Section V.6GA., a copy of which is marked as Exhibit A-1 to that certain Quitclaim Deed, dated October 11, 1988, recorded at Deed Book 647, Page 140 in the public real estate records of the Clerk of the Lowndes County, GA Superior Court.

It is the intent of the description to convey all the Railroad right-of-way bonded on the north by the south line of Savannah Avenue; on the east by the west line of Stevens Street; on the east by the north line of Crane Street; and on the west by the east line of Briggs Street.

BEING all or part of the same property acquired by Atlantic Great Coast Line Railroad Company, a predecessor of N/F CSX Transportation, Inc., from Valdosta Housing Authority, by deed dated August 24, 1961, recorded in Deed Book 68, page 375, Public Land Records of Lowndes County, Georgia.

Such Tract 2 is the same property conveyed by CSX Transportation, Inc. to South Georgia Area Planning and Development Commission by that certain Quitclaim Deed, dated October 11, 1988, and recorded at Deed Book 647, Page 140 in the public real estate records of the Clerk of the Lowndes County, GA Superior Court.

### **Tract 3 (Briggs Street)**

All that tract or parcel of land situate, lying and being in the City of Valdosta, Georgia, and being located in Land Lot Number 62 in the 11<sup>th</sup> Land District of Lowndes County, Georgia, and being more particularly described as follows: COMMENCING AS A POINT OF REFERENCE ONLY FOR THE PROPERTY HEREIN DESCRIBED at a point where the Southeast margin of the right of way of West Savannah Avenue intersects the Southwest margin of the right of way of Briggs Street and from said point of intersection run South 23 degrees 58 minutes 00 seconds East along the Southwest margin of the right of way of Briggs Street a distance of 100 feet to a concrete monument and the POINT OF BEGINNING and from said POINT OF BEGINNING run South 23 degrees 58 minutes 00 seconds East along the Southwest margin of the right of way of Briggs Street a distance of 117.35 feet to an iron pin located on the Northern margin of the right of way of a spur line of the Seaboard Coastline Railroad; thence run in a Southwesterly direction along the Northernmost margin of the right of way of said spur tract an arc distance of 195.79 feet to a point (said arc has a chord course of South 71 degrees 05 minutes 16 seconds West and a chord distance of 193.18 feet); thence run in a Northwesterly direction along the Northern margin of the right of way of the main line of the Seaboard Coastline Railroad an arc distance of 56.73 feet to a point (said arc having a chord course of North 81 degrees 25 minutes 16 second West and a chord distance of 56.72 feet to a point); thence run North 80 degrees 14 minutes 44 seconds West along the North margin of the right of way of the said main line a distance of 70.35 feet to a point; thence run in a Northwesterly direction along the margin of the right of way of said main line an



arc distance of 28.19 (said arc having a chord course of North 80 degrees 47 minutes 25 seconds West and a chord distance of 28.18 feet to a point, which point is located in the center of a 45 foot utility easement); thence run North 16 degrees 38 minutes 45 seconds West along the center line of a 45 foot utility easement a distance of 114.30 feet to an "X" mark in a steel catch basin on the Southeastern margin of the right of way of West Savannah Avenue; thence run North 65 degrees 40 minutes 00 seconds East along the Southeast margin of the right of way of West Savannah Avenue a distance of 127.79 feet to an iron pin; thence run South 23 degrees 58 minutes 00 seconds East a distance of 100 feet to a concrete monument; thence run North 65 degrees 40 minutes 00 seconds East a distance of 180 feet to a concrete monument and the POINT OF BEGINNING. Said property is the same property shown on that certain map or plat of survey entitled "Survey for Thomas E. Coker and Jimmy W. Herring d/b/a Azalea City Plumbing" prepared by Charles Mixon Harris, Georgia Registered Land Surveyor, dated April 14, 1983, and recorded in Plat Record Book 27, Page 200, records of the Clerk of the Superior Court of Lowndes County, Georgia, to which map or plat of record reference is hereby made for all purposes in aid of description.

Such Tract 3 is the same property conveyed by Thomas W. Cocker and Jimmy W. Herring individually and f/k/a d/b/a Azalea City Plumbing to South Georgia Regional Development Center by that certain Warranty Deed, dated March 9, 1993, and recorded at Deed Book 966, Page 171 in the public real estate records of the Clerk of the Lowndes County, GA Superior Court.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Contract with Condrey and Associates, Inc.

Work Session/Regular Session

DATE OF MEETING: February 23, 2021

BUDGET IMPACT: \$59,500.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of contract with Condrey and Associates, Inc. to conduct a complete position classification and compensation plan study.

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HISTORY, FACTS AND ISSUES: The last review and maintenance conducted on Lowndes County's position classification and compensation plan was in 2014 with job description updates in 2016. This study will be a complete turn key review and update of all components associated with the Lowndes County position classification system and compensation plan.

OPTIONS: 1. Approve contract with Condrey and Associates, Inc. to conduct a complete position classification and compensation plan study  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



CONDREY &  
ASSOCIATES, INC.

*A Human Resources Consulting Company*

February 12, 2021

Ms. Paige Dukes  
County Manager  
Lowndes County Government  
327 N. Ashley Street, 3<sup>rd</sup> Floor  
Valdosta, Georgia 31601

Dear Ms. Dukes:

I have enclosed a proposal to conduct a classification and compensation study for Lowndes County. If selected, we plan to begin work on the project February 24, 2021, with a preliminary report submitted for review in May 2021 and a final report submitted on or before June 15, 2021. The enclosed proposal outlines a thorough study for the County.

I believe you will agree that confidence is built in a new classification and compensation system by involving management and employees in the process. If selected for this project, we would interview approximately 50% of Lowndes County's 565 employees covered under this letter of agreement. We believe this high percentage of persons individually interviewed for the study will greatly increase its validity. As you will note from the enclosed proposal, in the employee interview process we utilize a variety of skilled consultants with specific subject matter knowledge of local government administration, public safety, public utilities, public finance, public works and information technology. This process leads to a valid and expertly prepared compensation plan that is accepted by the County's employees.

Condrey and Associates has been serving clients nationwide for more than 22 years and has never been involved in any litigation. I strongly encourage you to check the references we have listed in our proposal packet. I believe you will find that we work very hard to deliver a thoroughly documented and competitive personnel system that meets the needs of management and employees alike.

This offer of services is valid until September 30, 2021. We will be happy to revise the enclosed memorandum of agreement to meet appropriate legal requirements as deemed necessary by Lowndes County or to enter into an appropriate contract initiated by the County.

We are looking forward to providing high quality human resource management consulting services to Lowndes County. I believe you will find our firm to be highly competent and responsive to the needs of your jurisdiction. Please contact me at (706) 380-7107 if I may provide further information.

Sincerely,

Steve Condrey, Ph.D.  
President

**PROPOSAL FOR A  
CLASSIFICATION AND COMPENSATION  
STUDY FOR  
LOWNDES COUNTY, GEORGIA**

**February 12, 2021**

**Condrey and Associates, Inc.  
PO Box 7907  
Athens, Georgia 30604-7907  
(706) 380-7107 (phone)  
(586) 816-4067 (fax)  
[steve@condrey-consulting.com](mailto:steve@condrey-consulting.com)  
[www.condrey-consulting.com](http://www.condrey-consulting.com)**

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## PROFILE OF PROPOSER

Condrey and Associates, Inc. is a human resource management consulting firm providing personnel-related technical assistance to local and state government organizations. All work performed for Lowndes County project will be conducted on site and at the firm's offices in Athens, Georgia.

The two principals associated with the project, Dr. Steve Condrey and Ms. Jan Hansford, have collaborated on over 500 similar projects for state and local governments. Consultants for this project will be chosen from among consultants with specific subject matter knowledge in local government, public safety, public utilities, public health, and public works administration: Dr. Rex Facer, Associate Professor in the Romney Institute of Public Management at Brigham Young University and a skilled human resources consultant, Mr. Mark Knowles, an independent consultant experienced in financial administration and information technology, Gene Mays, former Chief Deputy of the Athens-Clarke County, Georgia, Sheriff's Department and a skilled law enforcement consultant, Mr. James Hansford, a skilled classification consultant and former Executive Director of the Georgia Firefighter Standards and Training Commission, Mr. Mike Mahathirath, a skilled consultant specializing in IT, Finance and Staffing Analyses, Dr. Mark Foster, an industrial psychologist with extensive experience in law enforcement administration, Dr. James M. Austin, Jr., an industrial psychologist and President of Austin Consulting, Inc., Mr. Brian Burke, a certified Real Estate Appraiser and Firefighter, and Dr. Greg Reece, a skilled technical writer and consultant.

## REPRESENTATIVE CLIENT CONTACTS

Listed below are three representative references. Additional professional references are available upon request.

Ms. Tara Palmer  
Human Resources Director  
Paulding County Board of Commissioners  
Watson Government Complex  
240 Constitution Boulevard  
Dallas, GA 30132  
(770) 443-7521  
[tara.palmer@paulding.gov](mailto:tara.palmer@paulding.gov)

We completed a comprehensive classification and compensation study for Paulding County in 2017 (approximately 900 employees). We completed an update for the County in 2020.

Ms. Karen Fraser  
Human Resources Director  
Walton County Government  
111 South Broad Street  
Monroe, Georgia 30655  
(770) 267-1329  
[karen.fraser@co.walton.ga.us](mailto:karen.fraser@co.walton.ga.us)

We completed a comprehensive classification and compensation study for Walton County Government in 2017 (approximately 625 employees).

Ms. Candy S. Burgin  
Human Resources Director  
Lincoln County Government  
343 N. Generals Boulevard  
Lincolnton, NC 28019  
704.736.8493  
[cburgin@lincolncounty.com](mailto:cburgin@lincolncounty.com)

We completed a comprehensive classification and compensation study for Lincoln County in 2020 (approximately 950 employees).

SELECTED CLIENTS

**Alabama**

Alabama Department of Postsecondary Education  
Anniston Water Works and Sewer Board  
City of Anniston  
City of Auburn  
Curry Water Authority  
Dothan-Houston County Intellectual Disabilities Board  
City of Dothan  
City of Enterprise  
City of Eufaula  
Eufaula Water & Sewer Board  
Etowah County  
Town of Falkville  
City of Gadsden  
City of Jasper  
Jasper Water Works and Sewer Board  
Lee County  
City of Madison  
City of Mobile  
Mobile County  
Mobile County Personnel Board  
Mobile Area Water and Sewer Board  
Mobile Housing Authority  
North Central Alabama Regional Council of Governments (NARCOG)  
City of Opelika  
City of Prattville  
City of Rainbow City  
City of Tallahassee  
Selma Waterworks and Sewer Board  
Walker County

**Alaska**

Matanuska-Susitna Borough

**Arkansas**

City of Jonesboro  
City of North Little Rock

**Connecticut**

Town of Waterford

**Florida**

City of Miami Beach  
City of Panama City Beach



**Florida, Continued**

St. Johns County  
St. Johns County Property Appraiser & Clerk of Courts

**Georgia**

City of Acworth  
Ben Hill County  
Brunswick-Glynn County Joint Water and Sewer Commission  
City of Canton  
City of Cartersville  
Columbus Consolidated Government  
Cook County  
Coweta County Water and Sewerage Authority  
City of Forest Park  
City of Hinesville  
City of Holly Springs  
City of Lawrenceville  
City of Suwanee  
Lowndes County  
Morgan County  
Paulding County  
City of Peachtree City  
Pickens County  
City of Statesboro  
Tift County  
Troup County  
City of Tybee Island  
United Methodist Church, North Georgia Conference  
City of Valdosta  
City of Watkinsville

**Kentucky**

Bowling Green Municipal Utilities  
DESA International, Inc., Bowling Green  
City of Morganfield

**Illinois**

Village of Forsyth  
City of Moline

**Iowa**

Dallas County  
Muscatine Power and Water  
City of Pella

**Maine**

City of Scarborough

**Maryland**

City of Takoma Park

**Missouri**

City of Cape Girardeau

City of Gladstone

City of Jefferson City

City of Lake Saint Louis

City of O'Fallon

City of Sedalia

**Nevada**

Carson City School District

City of Boulder City

**New Hampshire**

Local Government Center

City of Concord

Town of Hanover

Manchester Employees' Contributory Retirement System

**New Mexico**

Bloomfield School District

Deming Public School System

Santa Fe Community College

San Juan College

**New York**

Madison County Government

Onondaga County Government

Orange County Government

**North Carolina**

Braswell Memorial Library, Rocky Mount

Cape Fear Public Utility Authority

Town of Chapel Hill

City of Hickory

City of Laurinburg

City of Lincolnton

Lenoir County

Lincoln County Government

North Carolina League of Municipalities

Orange County Government

**North Carolina, Continued**  
City of Rocky Mount  
Rutherford County Government  
City of Wilson

**North Dakota**  
City of Bismarck  
City of Mandan  
Mandan Parks District

**Oklahoma**  
City of Broken Arrow  
Northeastern State University

**South Carolina**  
City of Fort Mill  
City of Goose Creek  
Jasper County Government  
McCormick County  
Saluda County

**South Dakota**  
City of Aberdeen  
City of Box Elder  
City of Pierre  
Minnehaha County  
Pennington County  
City of Madison  
City of Mitchell  
City of Rapid City  
City of Spearfish

**Tennessee**  
City of Hendersonville

**Texas**  
City of Big Spring  
City of Beaumont  
City of Forney  
City of Galveston  
Galveston County Government  
Galveston County Health District  
Harris County Housing Authority  
Oller Engineering, Inc., Lubbock  
City of Rockport  
City of Seabrook

**Texas, Continued**

Texas Municipal League Intergovernmental Risk Pool  
Webb County Government

**Vermont**

Town of Hartford  
Town of Norwich

**Virginia**

The Children's Center  
City of Franklin  
Franklin Development and Housing Authority  
Powhatan County  
Town of Rocky Mount  
Town of Vinton

**Washington**

City of Moses Lake

**Wyoming**

City of Casper  
City of Cody  
City of Evanston  
Evanston Parks & Recreation District  
City of Gillette  
City of Green River  
City of Laramie  
City of Rock Springs  
City of Sheridan  
Sheridan County Government  
Sheridan Recreation District  
Sweetwater County

## SUMMARY OF PROPOSER'S QUALIFICATIONS

Stephen E. Condrey, Ph.D. Steve Condrey, President of Condrey and Associates, has over thirty years of professional experience in human resource management and has consulted nationally and internationally with over 800 organizations concerning personnel-related issues. He is the immediate past Editor-in-Chief of the *Review of Public Personnel Administration* and is the co-editor of *Public Administration in Post-Communist Countries* (CRC Press, 2013), editor of the *Handbook of Human Resource Management in Government*, Jossey-Bass, (1998, 2005 and 2010), and *Radical Reform of the Civil Service*, Lexington Press, 2001. He is the 1998 recipient of the University of Georgia's Walter Barnard Hill Award for Distinguished Achievement in Public Service and Outreach and was named Hill Fellow by the University of Georgia in 2004 (the University of Georgia's highest public service faculty honor). He holds the IPMA-SCP designation from the International Public Management Association for Human Resources. Steve retired from the Carl Vinson Institute of Government, University of Georgia in 2010. He was appointed by President Obama as Chairman of the Federal Salary Council in 2010 and served in this capacity until 2017. Dr. Condrey was elected as a Fellow to the National Academy of Public Administration in 2012 and was President of the American Society for Public Administration for 2013-2014.

Ms. Jan Hansford. Jan Hansford, Vice President of Condrey and Associates, is a Principal Human Resource Management Consultant with the Vinson Institute and recently retired as Human Resources Director of Athens-Clarke County, Georgia, a consolidated government of over 1600 employees. With over 30 years of related experience, both as a practitioner and as a consultant, Jan specializes in administrative classification issues, *Fair Labor Standards Act* compliance, and payroll restructuring and administration. She is also well-versed in communicating complex classification and compensation issues in a clear and understandable fashion and will assist in communicating study results to department heads, elected officials, and employees. Ms. Hansford has assisted in managing over 400 personnel-related projects. Jan holds the IPMA-SCP designation from the International Public Management Association for Human Resources.

Mr. Mark Knowles. Mark Knowles, Principal Consultant with Condrey and Associates, is the founder of GovDirections.com – a leading online procurement monitoring system. Mark has prior experience with the Georgia Municipal Association, where he provided technical assistance to local governments. Mark has assisted with organizational management issues related to technology in several communities including the cities of Rapid City, South Dakota, and Auburn, Alabama. Mark has experience in performance benchmarking and assisted in the design and implementation of systems in communities such as Lowndes County and Dawson County, Georgia. Mark has over twenty years of classification and compensation experience and has assisted managing projects in over 200 jurisdictions across the United States.

Mr. Gene Mays. Gene Mays, Senior Consultant with Condrey and Associates, has over twenty-five years of law enforcement experience as a Patrol Officer, Corporal, Juvenile Officer, Detective, Sergeant, Internal Affairs Officer, and Captain with the Athens-Clarke County Police Department. He recently retired as Chief Deputy of the Clarke County, Georgia Sheriff Department. In addition to directly-related law enforcement experience, Gene is a skilled law

enforcement consultant, having consulted with numerous jurisdictions concerning personnel-related issues (classification and compensation, job analysis, and assessment centers). Gene coordinated the law enforcement interviews with the City of Anniston, Alabama, Orange County, North Carolina, Jefferson City, Missouri, North Little Rock and Jonesboro, Arkansas, Galveston County, Texas, Wilson, North Carolina, Auburn, Alabama, Cape Girardeau, Missouri, Sheridan, Wyoming, Gladstone, Missouri and Jasper, Alabama projects.

Mr. James E. Hansford. Jim Hansford, Principal Consultant with Condrey and Associates, has over thirty-five years of experience as a Firefighter, Lieutenant, Captain, Chief of Training and Fire Chief of a consolidated government fire department. He recently retired as the Executive Director of the State of Georgia Firefighter Standards and Training Council, where he administered the certification program for all fire departments in the State of Georgia. Jimmy is a member of the International Association of Fire Chiefs, Georgia Association of Fire Chiefs, and the Georgia Firefighters Association. Mr. Hansford is a skilled consultant, having assisted with over 100 personnel-related projects in various jurisdictions.

Mr. Mike Mahathirath. Mike Mahathirath, Senior Consultant with Condrey and Associates, is co-founder of GovDirections – the leading online procurement monitoring service. Mike has prior experience with the Georgia Municipal Association and the Georgia Department of Community Affairs. Mike managed one of the largest lease-purchase pools in the United States and implementation of a statewide uniform chart of accounts for Georgia Local Governments. Mike has over twelve years of experience working with local governments throughout the United States.

Mr. Ellis Cadenhead. Ellis Cadenhead, Senior Consultant with Condrey and Associates, recently retired as Executive Director of the Coweta County (Georgia) Water Authority. Ellis previously served as Executive Director of Electric Cities of Georgia and Assistant General Manager of Newnan Utilities (Georgia), a full-service utilities commission. Ellis is active in various state and national professional organizations. He assisted with the Galveston, Texas, North Little Rock, Arkansas, Bowling Green Municipal Utilities (Kentucky), Wilson, North Carolina and Muscatine Power and Water (Iowa) projects. Ellis was the founder of the Georgia Public Web, as well as numerous telecommunications innovations while with Newnan Utilities.

Dr. Rex Facer. Rex L. Facer II, Senior Consultant with Condrey and Associates, is an Associate Professor in the Romney Institute of Public Management in the Marriott School at Brigham Young University where he teaches in the Master of Public Administration program. President Obama appointed Facer to the Federal Salary Council in 2010. Facer previously served on NASPAA's Commission on Peer Review and Accreditation, including a term as chair. The commission is the accrediting body for master's degree programs in public administration. Professor Facer regularly lectures and consults nationally and internationally on human resource management and local public finance issues. His published research has appeared in leading peer-reviewed journals. His current research focuses on public sector compensation practices, alternative work schedules, and local government finance. Rex coordinates all performance appraisal design and training as well as all salary equity analyses for Condrey and Associates, Inc.

Dr. James M. Austin, Jr. Jim Austin, Senior Consultant with Condrey and Associates, is President of Austin Consulting, Incorporated. Dr. Austin has extensive experience in conducting job analysis, assessment center preparation/administration, policy development, training, and position classification activities in a variety of public and private sector organizations including Home Depot.

Dr. Mark Foster. Mark Foster, Senior Consultant with Condrey and Associates, is an industrial psychologist with over 20 years of experience in law enforcement personnel selection and promotion administration. Mark has coordinated the promotional process for the Georgia State Patrol for the past twelve years, and the Georgia Bureau of Investigation for the past eight years. Additionally, he has consulted nationally with numerous other law enforcement agencies and with Fortune 500 corporations such as Georgia Pacific and Federal Express.

Dr. Cathy Reese. Cathy Reese, Senior Consultant with Condrey and Associates, is Assistant Professor of Public Administration at Arkansas State University where she teaches courses in budgeting, financial administration, and human resource management. Cathy has over 15 years of experience in conducting classification and compensation studies and most recently worked on the North Little Rock and Jonesboro, Arkansas, projects.

Mr. Brian Burke. Brian Burke, Senior Consultant with Condrey and Associates, is a certified Real Estate Appraiser and Fire Officer. Brian has consulted with over 30 organizations, and currently works for a local government.

Ms. Linda Seagraves. Linda Seagraves, Principal Consultant with Condrey and Associates, is a Personnel Specialist with the Vinson Institute of Government. Ms. Seagraves specializes in payroll restructuring and is skilled in calculating project implementation costs so that accurate budget projections are provided to the client. Ms. Seagraves has consulted with over 500 organizations.

Dr. Greg Reece. Greg Reece, Principal Consultant with Condrey and Associates, is a skilled technical writer, author and consultant. He holds graduate degrees from Vanderbilt University (M.Div.) and Claremont Graduate University (Ph.D). He teaches courses in Ethics at the University of Alabama, Birmingham.

## FLORIDA SURVEY RESEARCH CENTER PROFILE

Michael J. Scicchitano, Ph.D. Michael J. Scicchitano is an associate professor of political science and the director of the Florida Survey Research Center (FSRC) at the University of Florida. As Director of the FSRC he has implemented hundreds of survey research and program evaluation projects in the past ten years including projects related to housing and real estate. He has extensive knowledge of the implementation of telephone, mail, and in-person surveys. He brings expertise in survey design, sampling, and data analysis to this project. Dr. Scicchitano earned a BA in political science and masters in public administration from Pennsylvania State University. He received his Ph.D. in political science from the University of Georgia in 1984. Since 1984 he has been on the faculty at West Virginia University, the University of Connecticut and the University of Florida. In addition to his work with the FSRC, he is director of the masters program in public administration. He is also editor of *State and Local Government Review*, which is the official journal for American Society for Public Administration's section on intergovernmental management. His research on issues related to public policy and public affairs has been published in *Journal of Politics*, *Publius*, *Legislative Studies Quarterly*, *Policy Studies Journal*, *Administration and Society* and many others. He has taught courses on public budgeting, computer applications, and public policy and administration to graduate and undergraduate students at the University of Florida.

Tracy L. Johns, Ph.D. Tracy Johns is an Adjunct Instructor for the Departments of Sociology and Political Science and the Research Director at the Florida Survey Research Center (FSRC) at the University of Florida. As Research Director of the FSRC, she has designed and overseen the implementation of hundreds of surveys. Dr. Johns is responsible for the creation and design of survey instruments, population sampling, managing survey implementation, supervising data analysis, and writing summary reports of research conducted by the FSRC. She has an extensive background in conducting mail, telephone, and in-person surveys as well as secondary data analysis and program evaluations. Dr. Johns earned a B.A. and M.A. in sociology from the University of Florida, and completed her Ph.D. in sociology at the University of Florida in 2001.

Dr. Johns has published, in journals such as *Journal of Research in Crime and Delinquency* and *Security Journal*, and presented papers on a variety of topics, including: crime and deviance on college campuses, disaggregated homicide results, racism in America, and survey methodology. Dr. Johns' research focuses on issues related to alcohol use and abuse, date rape, and white collar crime. She has initiated and overseen several large-scale studies on alcohol and drug use and she is currently studying shoplifting behaviors. Dr. Johns teaches courses in deviant behavior and general sociology at the University of Florida.



## SUMMARY OF CONSULTANT RESPONSIBILITIES AND ASSIGNMENTS

**Steve Condrey** will serve as project director and will coordinate all direct contacts with the client in conjunction with **Jan Hansford**. Jan will also coordinate the classification interview schedule, personally interview top administrative personnel, be responsible for constructing the overall classification plan, direct the salary survey, calculate project implementation costs, review the proposed classification plan with appropriate County officials, conduct employee classification appeals (if any), and be available on an as-needed basis for follow-up technical assistance and training during the first year of project implementation.

Jan Hansford and Mark Knowles will serve as assistant project directors and will assist Steve Condrey in the above outlined duties. Mark will also conduct the classification interviews in conjunction with Jan Hansford.

**Dr. Greg Reece** is the writer for the project. **Linda Seagraves** will coordinate salary data collection activities conducted by the University of Florida as part of this project and will calculate the costs of various project implementation plans.

Lowndes County staff support required for the project will be minimal. We request that one person be appointed to serve as our principal contact for the purpose of communicating project plans and schedules, gathering current payroll information, and disseminating and collecting position questionnaires and draft job descriptions.

## PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

\* For a full description of project activities please see the enclosed draft contract. Individual employees will be apprised of project activities through a series of project orientation sessions as well as personally during the time that they are interviewed for classification purposes.

\* Condrey and Associates will conduct a salary survey specifically for this project. Approximately 25 organizations will be invited to participate in the survey. The salary data will be collected using a university-based online system. This system makes it easy for the target organizations to quickly and accurately input their salary and, if needed, benefit information. Each organization will be sent an email that explains the online salary system as well as access information. The team implementing the online salary survey is available to answer questions and provide support as needed. A sample of the web-based salary data collection system can be viewed at : <http://www.flsurveyresearch.org/demo/> using the access code: NJFRHP

\* We will provide Lowndes County with three implementation plans showing the relative impact of differing funding levels on the compensation plan. This will provide the County with a degree of flexibility in implementing the project. Back-up data will provide individual employee salary calculations for placement in the new plan. Additionally, Condrey and Associates will discern the need for and, if necessary, detail the cost of any equity adjustment to ease employee pay compression.

\* Three months following project implementation, Condrey and Associates will conduct an employee appeals process. The appeals process will provide employees an opportunity to provide written justification for appealing their classification. Condrey and Associates will reply to all appeals in writing and will conduct telephone or onsite reviews to ascertain the nature of the appeals. We normally have few (if any) classification appeals.

\* Condrey and Associates utilizes a modified version of the Factor Evaluation System (FES). FES is the most widely utilized point-factor evaluation system and is the basis for most all other point-factor job evaluation systems. We have utilized FES in over 500 organizations of differing functions and degrees of administrative sophistication. We find that FES, when applied skillfully and properly, produces an internally equitable classification plan that is highly acceptable to management as well as the organization's employees. Training in FES application will be provided to Lowndes County human resources staff. Also, we provide a full year of follow-up technical assistance to include additional training to insure that the system is properly maintained. Please note that all FES data calculations are available in electronic format. Also, since FES is in the public domain, there are no copyright or royalty fees associated with its use.

\* We will conduct extensive interviews or desk audits with full-time position incumbents (approximately 50% of Lowndes County's 565 employees). This will help assure an accurate and internally equitable classification plan that is accepted by management as well as the County's employees.

\* Condrey and Associates utilizes a system of career ladders as an overlay to the classification system developed through our job evaluation system. These career ladders provide avenues for managerial flexibility as well as individual employee incentive and achievement. We believe this methodology is superior to traditional broad-banding and avoids that system's potential flaws, including those related to equal pay.

\* Condrey and Associates is very familiar with the *Americans with Disabilities Act* (ADA). In addition to providing advice to clients in the practical application of ADA, one of the firm's principals conducted the most extensive survey to date of ADA implementation in America's cities. Approximately 300 cities responded to the survey. The results appear in the *American Review of Public Administration*.

\* All written products produced for Lowndes County project will become the property of the County. This includes the job evaluation system, position questionnaires, salary survey data, and all training materials. These products will also be provided to the client in disk form. Our current software includes Word, Excel, and the Statistical Package for the Social Sciences (SPSS+). There is no additional charge for this service.

**SUMMARY OF THE PROPOSED FEE STRUCTURE**

Condrey and Associates will provide the services outlined in the enclosed draft contract for the **fixed cost** of \$59,500. This fee includes one year of follow-up technical assistance at no additional charge to the jurisdiction.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Lowndes County, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

**WITNESSETH**, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

**Section I**

Condrey and Associates will:

- a. Carry on the cooperative service onsite and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

### **Section II**

COOPERATOR will pay Condrey and Associates a fixed fee of \$59,500. This amount will be paid in two (2) equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to Ms. Paige Dukes, County Manager, Lowndes County Government, 327 N. Ashley Street, 3<sup>rd</sup> Floor, Valdosta, Georgia 31601; telephone number (229) 671-2440. The billings shall occur on March 1, 2021 and June 1, 2021.

### **Section III**

The term of this agreement shall be from February 24, 2021 through June 15, 2021. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

**Section IV**

This agreement may be modified at any time by mutual consent of the parties hereto.  
Any modification hereto shall be in writing and signed by both parties.

**Section V**

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

**IN WITNESS WHEREOF**, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

FOR LOWNDES COUNTY:

\_\_\_\_\_  
Stephen E. Condrey  
President

\_\_\_\_\_

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

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

\_\_\_\_\_  
Jan H. Hansford  
Vice President

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

Corporate Seal

## APPENDIX A

### **Contract for Technical Assistance to Lowndes County: Proposal for Reviewing and Updating the County's Compensation and Classification System**

The administration of Lowndes County has determined the need for a review and updating of the job classification system and pay plan for selected jobs covered under its personnel system.

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
2. Produce an updated description of each job and produce a classification system based on job content analysis;
3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

#### **Phase I – Developing a Work Plan and Schedule of Activities**

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

#### **Phase II – Job Analysis Survey**

- 2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).
- 2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to insure adequate data for generating a complete and valid description of each job and job classification. It is anticipated that approximately 50% of



Lowndes County's 565 employees will be interviewed concerning their job duties and responsibilities.

- 2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

### **Phase III – Job Evaluation**

- 3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

### **Phase IV – Developing a Compensation Structure**

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project. The survey will include up to 25 organizations and 45 benchmark positions.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

### **Phase V – Developing a Pay Plan**

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).

- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

### **Phase VI – Implementing and Administering the Program**

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

### **Cost and Duration**

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$59,500. Considering the scope of the project, we anticipate a four (4) month work plan beginning February 24, 2021, with final reports submitted on or before June 15, 2021. Follow-up technical assistance will be provided through June 15, 2022 at no additional cost to the County (with the exception of travel-related costs). Formal involvement would terminate June 15, 2021.

Lowndes County  
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
February 24, 2021	<ul style="list-style-type: none"><li>o Conduct project orientation for human resources staff and department heads</li><li>o Distribute position questionnaires</li></ul>
March 2021	<ul style="list-style-type: none"><li>o Completed position questionnaires returned to Condrey and Associates</li><li>o Conduct employee interviews</li></ul>
April 2021	<ul style="list-style-type: none"><li>o Continue employee interviews</li><li>o Conduct salary survey</li></ul>
May 2021	<ul style="list-style-type: none"><li>o Continue salary survey</li><li>o Develop preliminary cost estimate</li><li>o Present preliminary classification and pay report</li></ul>
June 15, 2021	<ul style="list-style-type: none"><li>o Publish final report</li></ul>
June 16, 2021 – June 15, 2022	<ul style="list-style-type: none"><li>o Provide follow-up technical assistance in pay plan implementation.</li></ul>

Project Directors: Dr. Stephen E. Condrey, President  
Ms. Jan Hansford, Vice President  
Condrey and Associates, Inc.  
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[www.condrey-consulting.com](http://www.condrey-consulting.com)