



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, TUESDAY, MAY 26, 2026, 8:30 A.M.
REGULAR SESSION, TUESDAY, MAY 26, 2026, 5:30 P.M.
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. Minutes For Approval**
 - a. Work Session - May 11, 2026 & Regular Session - May 12, 2026
Recommended Action: Approve
Documents:
- 5. For Consideration**
 - a. Coleman Road NW Paving and Drainage Improvements, P.I.0016279 Supplemental Agreement No. 2
Recommended Action: Option 1
Documents:
 - b. Lowndes County Animal Shelter Design-Build Amendment A141-2024 Exhibit B
Recommended Action: Option 1
Documents:
- 6. Reports - County Manager**
- 7. Citizens Wishing To Be Heard - Please State Your Name and Address**
- 8. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Coleman Road NW Paving and Drainage Improvements,
P.I.0016279 Supplemental Agreement No. 2

DATE OF MEETING: May 26, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$424,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Coleman Road NW Paving and Drainage Improvements
Supplemental Agreement No. 2

HISTORY, FACTS AND ISSUES: The original agreement dated 04/28/2022 with the Georgia Department of Transportation has a "not to exceed amount" of \$2,300,000.00, for the Coleman Road NW Paving and Drainage Improvements. Staff has asked the Transportation Investment Act (TIA) office for an additional funding request to cover the cost difference between the actual cost of the project and the agreement amount. Supplemental Agreement No. 1 was approved on 01/14/2025 for an additional \$1,300,000.00. Supplemental Agreement No. 2 for \$424,000.00 will allow Lowndes County to fulfill the remainder of the contract. The project has been completed and once the Supplemental Agreement is complete, staff can close out the project.

OPTIONS: 1. Approve Supplemental Agreement No. 2 and authorize the Chairman to sign the agreement.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



SUPPLEMENTAL AGREEMENT NO. 2

By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

CONTRACT ID: IGTIA2201599

This Agreement, made and entered into as of _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and the 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, the DEPARTMENT and the LOCAL GOVERNMENT heretofore on January 3, 2026, entered into an Agreement, hereinafter called the "Original Contract", which was amended by Supplemental Agreement No. 1, dated February 21, 2025, for the purpose of having the LOCAL GOVERNMENT provide all or part of the Construction, Maintenance, and Operation of the following projects:

- 1) **Coleman Road NW Paving and Drainage Improvements, SGRC-118, P.I. 0016279**

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

WHEREAS, the parties wish to amend said Agreement Amount due to a need for changing the funding of the PROJECTS; and

WHEREAS the DEPARTMENT and the LOCAL GOVERNMENT agree that the changes may be accomplished within the term of the original contract.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated January 3, 2026, which was amended by Supplemental Agreement No. 1, dated February 21, 2025, is hereby modified as follows:

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A. Article VI.C.A.1):

AS READS

- 1) **Coleman Road NW Paving and Drainage Improvements, SGRC-118, P.I. 0016279: THREE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,600,000.00)**

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 COST

AS AMENDED TO READ

- 1) **Coleman Road NW Paving and Drainage Improvements, SGRC-118, P.I. 0016279: FOUR MILLION TWENTY FOUR HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$4,024,000.00)**

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 COST

B. All terms and conditions of the Original Contract, dated January 3, 2026, which was amended by Supplemental Agreement No. 1, dated February 21, 2025, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 2.

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

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

DEPARTMENT OF TRANSPORTATION

LOWNDES COUNTY, GEORGIA

Commissioner

Signature Date

[Seal]

Printed Name/Title

[Affix Seal Here]

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

Federal Employer Identification Number

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

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

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

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

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date



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

May 5, 2026

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

**SUBJECT: PI# 0016279, Coleman Road NW Paving and Drainage Improvements
CID# IGTIA2201599
Additional TIA Funds**

Mr. McLeod:

The Department is in response to your request letter dated April 21, 2026 for additional TIA funds to complete the above referenced project. The TIA Office has agreed to provide additional TIA funds to the project which will result in the following TIA budget revision:

PI #	Project	Current TIA Budget (after SA #1)	Additional TIA Funds	Revised TIA Budget
0016279	Coleman Road NW Paving & Drainage Improvements	\$3,600,000.00	\$424,000.00	\$4,024,000.00

A Supplemental Agreement to revise the TIA funding will be submitted to the County for execution. Items reimbursed by TIA will be limited to items needed to complete the original project scope.

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

Sincerely,

Kenneth Franks,
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Christy Lovett, TIA Project Manager
Bobby Adams, TIA Procurement Administrator
Project File

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Animal Shelter Design-Build Amendment
A141-2024 Exhibit B

DATE OF MEETING: May 26, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$5,000,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Design-Build Amendment for Lowndes County Animal Shelter

HISTORY, FACTS AND ISSUES: The Design-Build contract for the Lowndes County Animal Shelter was approved on 12/09/2025 with Kellerman Construction. The design process has been completed, and Kellerman Construction has completed the bid process and provided the Design-Build Amendment A141, Exhibit B for approval. Exhibit B is the final approval to begin construction and includes part B of the contract, the schedule of values, specifications, and construction plans. If approved, Kellerman Construction will begin construction in June 2026. The schedule of values adds up to a total of \$5,000,000.00 which includes a contingency of \$32,880.00.

OPTIONS: 1. Approve Design-Build Amendment A141-2024, Exhibit B and authorize the Chairman to sign the Amendment.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AIA® Document A141® – 2024 Exhibit B

Design-Build Amendment

This Amendment dated the 14th day of May in the year 2026 (the “Amendment”) is incorporated into, and amends, AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the 24th day of November in the year 2025 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and location or address)

New Lowndes County Animal Shelter
Valdosta, GA 31602

THE OWNER:
(Name, legal status, and address)

Lowndes County Board of Commissioners
327 N Ashley Street
Valdosta, GA 31601
(229) 671-2400

THE DESIGN-BUILDER:
(Name, legal status, and address)

Kellerman Construction, Inc.
2717-D Windmere Drive
Valdosta, GA 31602
(229) 249-5330

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- B.1 CONTRACT SUM**
- B.2 CONTRACT TIME**
- B.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- B.4 DESIGN-BUILDER’S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS**
- B.5 OWNER’S SEPARATE CONTRACTORS**
- B.6 COST OF THE WORK**

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE B.1 CONTRACT SUM

§ B.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder’s performance of the Agreement after the execution of this Amendment. The Contract Sum shall be the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment. The Contract Sum shall include Early Release Work but shall not include any other compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment. The Contract Sum shall the following:

[X] Cost of the Work plus the Design-Builder’s Fee with a Guaranteed Maximum Price, in accordance with Section B.1.4 below

§ B.1.4 Cost of the Work Plus Design-Builder’s Fee With a Guaranteed Maximum Price

§ B.1.4.1 The Cost of the Work is as defined in Article B.6, Cost of the Work.

§ B.1.4.2 The Design-Builder’s Fee:

Percentage of Cost of the Work. Design-Builder’s fee shall be 4% of the Guaranteed Maximum Price unless there are scope of work changes that result in...

§ B.1.4.3 Guaranteed Maximum Price

§ B.1.4.3.1 The sum of the Cost of the Work and the Design-Builder’s Fee is guaranteed by the Design-Builder not to exceed \$ \$5,000,000.00 , subject to additions and deductions by changes in the Work as provided in the Design-Build Documents. This maximum sum is referred to in the Design-Build Documents as the Guaranteed Maximum Price. The Guaranteed Maximum Price shall include all sales, consumer, use and similar taxes for the Work provided by the Design-Builder that are legally enacted, whether or not yet effective, at the time this Amendment is executed. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ B.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder’s Fee, and other items that comprise the Guaranteed Maximum Price, including Design Services to be performed after execution of the Design-Build Amendment and Early Release Work.

(Provide itemized statement below or reference an attachment.)

See attachment “A” for the Schedule of Values.

§ B.1.4.3.6 Assumptions and clarifications, if any, on which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

The Owner will be responsible for dog kennels, stainless steel tables, and the FF&E package. Additionally, the Owner is responsible for the cost of meters, fees, and taps.

§ B.1.4.3.7 To the extent that the Design-Build Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Design-Build Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ B.1.5 Payments

§ B.1.5.1 Progress Payments

§ B.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ B.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ B.1.5.1.3 Provided that an Application for Payment is received not later than the 25th day of the month, the Owner shall make

payment of the amount certified to the Design-Builder not later than the 10th day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (20) days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ B.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Design-Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design-Builder plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Design-Builder's Fee.

§ B.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Design-Builder's Fee.

§ B.1.5.1.6 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ B.1.5.1.7 The allocation of the Guaranteed Maximum Price under this Section B.1.5.1 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ B.1.5.1.8 When the Design-Builder allocates costs from a contingency to another line item in the schedule of values, the Design-Builder shall submit supporting documentation to the Owner.

§ B.1.5.1.9 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections B.1.5.1.4 or B.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ B.1.5.1.10 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ B.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ B.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ B.1.5.4.2 In accordance with AIA Document A141–2024, and subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ B.1.5.4.3 The amount of each progress payment shall include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing

- in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Change Directives that the Owner determines to be reasonably justified; and
- .4 The Design-Builder's Fee, computed upon the Cost of the Work described in Sections B.1.5.4.3.1 and B.1.5.4.3.2 at the rate stated in Section B.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections B.1.5.4.3.1 and B.1.5.4.3.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ B.1.5.4.4 The amount of each progress payment shall be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A141–2024;
- .3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, sub-subcontractor, or material supplier, unless the Work has been performed by others the Design-Builder intends to pay;
- .4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A141–2024;
- .5 The shortfall, if any, indicated by the Subcontractor in the documentation required by Section B.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section B.1.5.4.5.

§ B.1.5.4.5 Retainage

§ B.1.5.4.5.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ B.1.5.5 Final Payment

§ B.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after:

- .1 the Design-Builder has fully performed the Agreement, except for the Design-Builder's responsibility to correct Construction Work as provided in Article 12 of AIA Document A141–2024, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Design-Builder has submitted a final Application for Payment and, if the Contract Sum is based on the Cost of the Work, a final accounting for the Cost of the Work;
- .3 a final Certificate for Payment has been issued by the Owner in accordance with Article 9 of AIA Document A141–2024;
- .4 other conditions precedent to the Owner's obligations to issue final payment to the Design-Builder:
(Insert any other conditions precedent to final payment.)

Design-Builder has completed all punch list items and all closeout requirements per specifications.

§ B.1.5.5.2 If the Contract Sum is based on the Cost of the Work, within 30 days of the Owner's receipt of the Design-Builder's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Design-Builder that it will not conduct an audit.

§ B.1.5.5.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Design-Builder.

§ B.1.5.5.2.2 Within seven days after receipt of the written report described in Section B.1.5.5.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section B.1.5.5.1 have been met, the Owner will either issue a final Certificate for Payment to the Design-Builder, or notify the Design-Builder in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Section B.1.5.5.2.2 supersede those stated in Article 9 of

AIA Document A141–2024. The Owner is not responsible for verifying the accuracy of the Design-Builder’s final accounting.

§ B.1.5.5.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Design-Builder’s final accounting, is less than the amount claimed by the Design-Builder, the Design-Builder shall be entitled to request mediation of the disputed amount pursuant to Article 15 of the AIA Document A141–2024, without seeking an initial resolution of the claim pursuant to Article 15 of AIA Document A141–2024. A request for mediation shall be made by the Design-Builder within 30 days after the Design-Builder’s receipt of a copy of the Owner’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Design-Builder. Pending a final resolution of the disputed amount, the Owner shall pay the Design-Builder the amount substantiated by the Owner’s auditors within 30 days or such shorter period required by law.

§ B.1.5.5.3 If, subsequent to final payment, and at the Owner’s request, the Design-Builder incurs costs, described in Sections B.6.2, and not excluded by Section B.6.3, to correct defective or nonconforming Construction Work, the Owner shall reimburse the Design-Builder for such costs, and the Design-Builder’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if the Contract Sum is based on the Cost of the Work subject to a Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section B.1.4, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section B.1.5.5.3 in determining the net amount to be paid by the Owner to the Design-Builder.

ARTICLE B.2 CONTRACT TIME

§ B.2.1 The date of commencement of the Construction Work shall be:

(Check one of the following boxes.)

- Established as follows:
(Insert a date or a means to determine the date of commencement of the Construction Work.)

Owner shall issue a Notice to Proceed. Upon Design-Builder acknowledgement of receipt of Notice to Proceed shall determine commencement date.

If a date of commencement of the Construction Work is not selected, then the date of commencement of the Construction Work shall be the date of execution of this Amendment.

§ B.2.1.1 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Design-Build Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Construction Work.

§ B.2.2 Substantial Completion

§ B.2.2.1 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, the Design-Builder shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than 365 calendar days from the date of commencement of the Work.

ARTICLE B.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ B.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ B.3.1.1 The following Supplementary and other Conditions of the Agreement:

Document	Title	Date	Pages
AIA Document A141-2014	Standard Form of Agreement Between Owner and Design-Builder	November 24 th , 2025	44

§ B.3.1.2 The following Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Amendment.)

See Attachment “B” for the Project Specifications.

§ B.3.1.3 The following Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Amendment.)

See Attachment “C” for the Project Drawings.

ARTICLE B.4 DESIGN-BUILDER’S KEY PERSONNEL, CONSULTANTS, SUBCONTRACTORS, AND SUPPLIERS

§ B.4.1 The Design-Builder’s key personnel are identified below:
(Identify name, title, and contact information.)

.1 Superintendent

Dave Henschke
561-523-4843

.2 Project Manager

Steven Bozeman
229-506-3745

.3 Others

Coy Porter
229-251-3294

§ B.4.2 In addition to the persons or entities identified in the Agreement, the Design-Builder shall retain the following Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

TTL
Matt Gaston, Regional Leader/VP
229-356-0370

ARTICLE B.6 COST OF THE WORK

§ B.6.1 The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Section B.6.2.

§ B.6.1.2 Where, pursuant to the Design-Build Documents, any cost is subject to the Owner’s prior approval, the Design-Builder shall obtain such approval in writing prior to incurring the cost.

§ B.6.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ B.6.3 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1** Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder’s principal office or offices other than the site office, except as specifically provided in Section B.6.2.1 or as may be provided elsewhere in the Agreement;
- .2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Design-Builder or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3** Expenses of the Design-Builder's principal office and offices other than the site office;

- .4 Overhead and general expenses, except as may be expressly included in Section B.6.2;
- .5 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .6 Except as provided in Section B.6.2.6.3 of this Amendment, costs due to the negligence of, or failure to fulfill a specific responsibility of the Agreement by, the Design-Builder, Contractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Section B.6.2; and
- .8 Costs, other than costs included in Modifications approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ B.6.5 Other Agreements

§ B.6.5.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed Subcontractors and suppliers and, subject to Section 5.9.1.1 of the Agreement, to object to any Subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ B.6.5.1.1 When a specific Subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ B.6.5.2 Subcontracts or other agreements shall conform to the applicable payment provisions of the Design-Build Documents and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in this Amendment.

§ B.6.6 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls, as may be necessary for proper financial management under the Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor invoices, purchase orders, vouchers, memoranda, and other data relating to this Agreement. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ B.6.7 Relationship of the Parties

If the basis of payment to the Design-Builder is the Cost of the Work plus a Fee without a Guaranteed Maximum Price or the Cost of the Work plus a Fee with a Guaranteed Maximum Price, the Design-Builder accepts the relationship of trust and confidence established by the Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

DESIGN-BUILDER *(Signature)*

(Printed name and title)

ATTACHMENT A - IN REFERENCE TO AIA DOCUMENT A141-2024 EXHIBIT B DESIGN BUILD AMENDMENT

LOWNDES COUNTY ANIMAL SHELTER		
Div 1 General Conditions	\$ 39,600.00	
NOC	\$ 100.00	
Builders Risk	\$ 6,000.00	
GL,WC,Auto, Umbrella	\$ 18,000.00	
Superintendent	\$ 117,000.00	
Project Management	\$ 70,000.00	
Truck,Phones,Fuel	\$ 52,000.00	
Office	\$ 20,400.00	
Building Permit	\$ 5,000.00	
Div 1 Architectural Drawings	\$ 300,000.00	
Div 1 Preconstruction GC Fee	\$ 15,000.00	
Div 1 Payment / Performance Bond	\$ 37,665.00	
Div 2 Jobsite Requirements	\$ 24,500.00	
Surveying, Layout, Redlines	\$ 18,000.00	
Temp RR, Dumpster	\$ 18,660.00	
Equipment rental, Scaffolding	\$ 42,400.00	
NPDES Monitoring, Permitting	\$ 18,000.00	
Job Office/Storage Trailer	\$ 7,050.00	
Temp Fencing	\$ 6,600.00	
General & Final Cleaning	\$ 11,200.00	
Div 2 Building Demolition	\$ 30,000.00	
Div 3 Concrete	\$ 227,555.00	Turn Key SUB
Div 3 House Keeping & Mech Pads	\$ 25,505.00	Turn Key Sub
Div 4 Masonry Materials	\$ 124,600.00	
Div 4 Masonry Labor	\$ 122,657.00	
Div 5 Structural Steel PE Drawings	\$ 15,742.00	Turn Key SUB
Div 6 Rough Carpentry Materials	\$ 66,774.00	
Div 6 Rough Carpentry Labor	\$ 92,000.00	
Div 6 Wood Trusses	\$ 43,900.00	Turn Key Supplier
Div 6 Trim	\$ 14,000.00	
Div 6 PL Cabinets / Tops / Sills SS	\$ 8,500.00	Turn Key SUB
Div 7 Damp Proofing CMU	\$ 15,180.00	
Div 7 Rigid Insulation Wall W/ Z Furring	\$ 31,412.00	
Div 7 Roof Underlayment	\$ 14,859.00	
Div 7 Metal Roofing,Wall Panels & Trim	\$ 258,338.00	Turn Key SUB
Div 8 Frames, Doors, & Hardware	\$ 112,106.00	Turn Key SUB
Div 8 Coiling / Overhead Door	\$ 31,241.00	Turn Key SUB
Div 8 Aluminum Storefront / Glazing	\$ 45,942.00	Turn Key SUB
Div 9 Metal Stud Frame & Drywall	\$ 35,458.00	
Div 9 Labor for Metal Stud/Drywall	\$ 36,054.00	
Div 9 Acoustical	\$ 11,750.00	Turn Key SUB
Div 9 Flooring	\$ 15,419.00	Turn Key SUB
Div 9 Painting	\$ 71,410.00	Turn Key SUB
Div 10 Int RM Signs Ext Hanging Signage	\$ 10,910.00	Turn Key SUB
Div 10 Toilet & Bath Accessories	\$ 3,117.00	Turn Key SUB
Div 10 Fire Extinguishers	\$ 4,064.00	

ATTACHMENT A - IN REFERENCE TO AIA DOCUMENT A141-2024 EXHIBIT B DESIGN BUILD AMENDMENT

Div 10 Lockers	\$ 11,044.00	
Div 10 Building Address Numbers	\$ 200.00	
Div 11 Dog Kinnels SS Tables & FEE	\$ -	BY OWNER
Div 22 Plumbing / Gas Piping	\$ 646,850.00	Turn Key SUB
Div 23 HVAC	\$ 914,000.00	Turn Key SUB
Div 26 Electrical	\$ 460,000.00	Turn Key SUB
Div 31 Termite Spray	\$ 2,170.00	Turn Key SUB
Div 31 Site Grade Fill NPDES	\$ 109,246.00	Turn Key SUB
Div 32 Concrete Pave / Sidewalk / C&G	\$ 33,600.00	Turn Key SUB
Div 32 Asphalt Pave / Striping / Signage	\$ 83,125.00	Turn Key SUB
Div 32 Fencing	\$ 11,733.00	Turn Key SUB
Div 32 Landscaping / Irrigation	\$ 83,374.00	Turn Key SUB
Div 33 Storm Piping	\$ 72,600.00	Turn Key SUB
Div 33 Water / Sewer Systems	\$ 43,510.00	Turn Key SUB
Div 33 Meters/Fees/Taps	\$ -	N/A
Profit 4%	\$ 200,000.00	
Contingency	\$ 32,880.00	
Total	\$ 5,000,000.00	