

LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, AUGUST 24, 2026, 8:30 A.M.
REGULAR SESSION, TUESDAY, AUGUST 25, 2026, 5:30 A.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 - August 10, 2026 & Regular Session - August 11, 2026

Recommended Action:

Documents:

5. For Consideration

- a. Adoption of the 2026 County-Wide Millage Rate

Recommended Action: Adopt

Documents:

- b. Adoption of Special District Millage for the Industrial Authority

Recommended Action: Adopt

Documents:

- c. Adoption of Special District Millage for the Parks and Recreation Authority

Recommended Action: Adopt

Documents:

- d. Adoption of Special District Millage for Fire Services

Recommended Action: Adopt

Documents:

- e. Batch 1 Resurfacing P.I. # 0020532 - Transportation Improvement Act (TIA) Project Agreement

Recommended Action: Option 1

Documents:

- f. Twin Lakes Road Paving and Drainage Improvements, P.I. # 0016280 Transportation Investment Act (TIA) Supplemental Agreement No. 1

Recommended Action: Option 1

Documents:

- g. 2026 Community Development Block Grant Disaster Recovery (CDBG-DR) Funding Application - Conflict of Interest

Recommended Action: Option 1

Documents:

- h. 2026 Community Development Block Grant Disaster Recovery (CDBG-DR) Funding Application - Engineering Selection
Recommended Action: Option 1
Documents:
- i. 2026 Community Development Block Grant Disaster Recovery (CDBG-DR) Funding Application - Submittal Resolution
Recommended Action: Option 1
Documents:
- j. Data Center Moratorium
Recommended Action: Board's Pleasure
Documents:

6. Bid

- a. Land Application System (LAS) Holding Pond Sludge Removal
Recommended Action: Approve
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: Adoption of the 2026 County-Wide Millage Rate

Regular Session

DATE OF MEETING: August 25, 2026

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of the 2026 County-wide Millage Rate

HISTORY, FACTS AND ISSUES: The Board of Commissioners is required to set the county-wide millage for 2026. The county-wide millage rate for 2026 should be set at the rollback rate of 4.960 mills. This represents a reduction of 0.091 mills from 2025.

OPTIONS: 1. Adopt the 2026 County-wide Millage at 4.960 mills.
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adoption of Special District Millage for the Industrial Authority

Regular Session

DATE OF MEETING: August 25, 2026

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Special District Millage for the Industrial Authority

HISTORY, FACTS AND ISSUES: Prior to 2025, the Georgia Department of Revenue required the millage assigned to authorities to be included in the county-wide millage. However, with the adoption of House Bill 581 and related legislation, millage assessed for authority funding is now considered a special district and is adopted separately. The proposed millage for 2026 for the Industrial Authority is 1.10 mills which is no change from 2025.

OPTIONS: 1. Adopt the Special District Millage for the Industrial Authority at 1.10 mills.
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adoption of Special District Millage for the Parks and Recreation Authority

Regular Session

DATE OF MEETING: August 25, 2026

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Special District Millage for the Parks and Recreation Authority

HISTORY, FACTS AND ISSUES: Prior to 2025, the Georgia Department of Revenue required the millage assigned to authorities to be included in the county-wide millage. However, with the adoption of House Bill 581 and related legislation, millage assessed for authority funding is now considered a special district and is adopted separately. The Parks and Recreation Authority rate was set at 1.25 mills since it was first implemented. The proposed millage for 2026 for the Parks and Recreation Authority is 1.25 mills.

OPTIONS: 1. Adopt the Special District Millage for the Parks and Recreation Authority at 1.25 mills.
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Adoption of Special District Millage for Fire Services

Regular Session

DATE OF MEETING: August 25, 2026

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Adoption of Special District Millage for Fire Services

HISTORY, FACTS AND ISSUES: Following the Board's approval to expand fire services in Lowndes County beginning with the FY 2022 budget, a special fire district was created that includes the unincorporated area of Lowndes County. Fire Services was moved into a special fund and is supported by a millage from the special fire district. The Board is required annually to set the millage rate for this fire district. The 2026 rate should be set at 2.50 mills which is no change from the prior year millage.

OPTIONS: 1. Adopt the Special District Millage for Fire Services at 2.50 mills.
2. Board's Pleasure

RECOMMENDED ACTION: Adopt

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Batch 1 Resurfacing P.I. # 0020532 - Transportation
Improvement Act (TIA) Project Agreement

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Batch 1 Resurfacing TIA Project Agreement

HISTORY, FACTS AND ISSUES: The Board approved the TIA Local Delivery Application for the Batch 1 Resurfacing Project on July 28th, 2026. The Georgia Department of Transportation (GDOT) approved the application and sent staff the Project Agreement to be approved and executed. The Project Agreement is required to be executed prior to beginning any phase of the project. Once the agreement is fully executed, GDOT will issue a Notice to Proceed for Preliminary Engineering. The agreement is eligible for the project costs up to \$13,134,000.00.

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

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT



By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

CONTRACT ID:

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

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

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

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

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

Lowndes County Batch 1 Resurfacing (36 local roads), P.I. 0020532

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

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

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

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

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

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

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

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

ARTICLE I SCOPE AND PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard*

Specifications and Special Provisions, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

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

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

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

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

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

I. **RESERVED.**

J. **RESERVED.**

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

ARTICLE II REVIEW OF WORK

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

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

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

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

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue through December 31, 2041 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
ACC
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 cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available

for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

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

LOWNDES COUNTY BATCH 1 RESURFACING (36 LOCAL ROADS); PI0020532: THIRTEEN MILLION ONE HUNDRED THIRTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$13,134,000.00)

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, 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), as amended, small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;

2) A description of the work each DBE firm, small business or veteran owned business will perform; and

3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

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

A. TIA Manual; and

B. Department's "TIA Invoice Process", as may be amended from time to time; and

C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GEORGIA DEPARTMENT OF
TRANSPORTATION

LOWNDES COUNTY

Commissioner (Seal)

Signature Date

Printed Name/Title

PLACE SEAL HERE

ATTEST:

Treasurer

ATTEST:

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

Signature Date

Printed Name/Title

Federal Employer Identification Number

EXHIBITS

Exhibit A

Work Schedule

Exhibit B

Scope and Procedure

EXHIBIT A
WORK SCHEDULE

Lowndes County Batch 1 Resurfacing (36 local roads), P.I. 0020532

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

Construction, operation and maintenance of Lowndes County Batch 1 Resurfacing (36 local roads),
P.I. 0020532

APPENDICES

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

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:

Lowndes County Batch 1 Resurfacing (36 local roads), P.I. 0020532



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

August 4, 2026

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

**SUBJECT: PI# 0020532, Lowndes County Resurfacing Batch 1 (36 local roads)
Local Delivery Approval**

Mr. McLeod:

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

- Preliminary Engineering (PE)
- Construction (CST)

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

Should you have any questions, or need additional information, please contact Brent Moseley at 912-661-7157 or by email at bmoseley@dot.ga.gov.

Sincerely,

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

Kenneth Franks,
State TIA Administrator

KKF:BAM

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



Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant Lowndes County		Main Contact Chad McLeod
Contact Title Director of Engineering		Phone Number 229-671-2424
Local Government Email address cmcleod@lowndescounty.com		
Contact Address 327 N Ashley St		
Address Line 2 2nd Floor Engineering Department		
City Valdosta	State GA	Zip Code 31601

Section II – Project Information			
County Lowndes	City N/A	Congressional District 8	GDOT District 4
Regional Commission Southern Georgia		MPO Region (if applicable) VLMPO	
Regional Commission ID Number/ PI Number/ and Project Name SG2-185-2-29 / 0020532 / Lowndes County Resurfacing Batch 1 (36 local roads)			
☐ Local Government is LAP Certified			

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

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

Section III–Method of Delivery

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

Lowndes County will follow the Lowndes County Procurement Policy in the delivery of the project. A GDOT pre-qualified engineering firm will be hired to provide surveying, environmental and civil construction plans for the project. Lowndes County currently employs a professional engineer and multiple engineering project managers that will oversee the construction of the project.

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

Project Name:

Clyattstone and Simpson Road Grading, Drainage, Base, and Paving

Project Description:

Grading, base, drainage and paving of an existing County Dirt Road. Total length of the project was 2.23 miles in length

Construction Let Date:

August 2020

Construction Completion Date:

August 2022

Initial Cost Estimate:

2,400,000

Final Completed Cost:

2,400,000

Project Name:

Hightower Road and Cooper Road NE Paving Project

Project Description:

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

Construction Let Date:

July 2022

Construction Completion Date:

February 2024

Initial Cost Estimate:

\$3,750,000

Final Completed Cost:

\$3,750,000

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

Yes

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

Monthly Conference Calls with GDOT TIA Officials

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

Lowndes County Procurement Policy

The Local Government's conflict of interest policy.

Lowndes County Procurement Policy

Complete the information below and submit to:

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

I hereby certify that I am a principle and duly authorized representative of

Lowndes County, Georgia, whose address is 327 N Ashley Street,
Valdosta, GA 31601.

LOCAL GOVERNMENT:

 (Signature)

Chairman (Title)

07/28/2026 (Date)

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of Lowndes County, Georgia, whose address is 327 North Ashley 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

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

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

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

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

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

APPENDIX D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Lowndes County

Contract No. and Name:

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

My Commission Expires: _____

[NOTARY SEAL]

APPENDIX E

LOCAL GOVERNMENT RESOLUTION for the following Projects:

Lowndes County Batch 1 Resurfacing (36 local roads), P.I. 0020532

STATE OF GEORGIA

LOWNDES COUNTY

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

Passed and adopted this the 25th day of August 2026.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

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

WITNESS my hand and official signature, this the 25th day of August 2026.

BY: _____
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Twin Lakes Road Paving and Drainage Improvements, P.I. #
0016280 Transportation Investment Act (TIA) Supplemental
Agreement No. 1

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$1,389,400.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Twin Lakes Road Paving and Drainage Improvements
Supplemental Agreement

HISTORY, FACTS AND ISSUES: The original agreement dated December 28, 2022, with the Georgia Department of Transportation has a "not to exceed amount" of \$2,100,000.00 for the Twin Lakes Road Paving and Drainage Improvements project. Staff asked the Transportation Investment Act (TIA) office for an additional funding request to cover the difference between the actual cost of the project (3,489,400.00) and the original agreement amount. After reviewing the initial TIA budget, bid amount, and projected tax collections for TIA, the TIA office has agreed to provide additional funds of \$1,389,400.00 to cover the total cost of the project.

OPTIONS: 1. Approve Supplemental Agreement No. 1 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. 1

By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

LOWNDES COUNTY

CONTRACT ID:

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 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 December 28, 2022, entered into an Agreement, hereinafter called the "Original Contract", for the purpose of having the LOCAL GOVERNMENT provide all or part of the Construction, Maintenance, and Operation of the following projects:

1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280

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 December 28, 2022, is hereby modified as follows:

1. The item numbered 1) following the second paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT is deleted in its entirety and the following is inserted in lieu thereof:
**"1) Twin Lakes Road Paving and Drainage Improvements, SGRC-119, P.I. 0016280:
THREE MILLION FOUR HUNDRED EIGHTY-NINE THOUSAND FOUR HUNDRED
DOLLARS AND ZERO CENTS (\$3,489,400.00)**
2. All terms and conditions of the Original Contract, dated December 28, 2022, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 1.

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.

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

58-6000856

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

August 4, 2026

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

SUBJECT: PI# 0016280, Twin Lakes Road Paving and Drainage Improvements

Additional TIA Funds

Mr. McLeod:

The Department is in response to your request for additional TIA funds for the above referenced project. After review of the projects initial TIA budget, bid amount, and projected tax collections for TIA, the TIA Office has agreed to provide additional funds to the project which will result in the following TIA budget revisions:

PI #	Project	Original TIA Budget	Additional TIA Funds	Revised TIA Budget
0016280	Twin Lakes Road Paving and Drainage Improvements	\$2,100,000.00	\$1,389,400.00	\$3,489,400.00

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: 2026 Community Development Block Grant Disaster
Recovery (CDBG-DR) Funding Application - Conflict of Interest

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2026 CDBG-DR Funding Application-Conflict of Interest

HISTORY, FACTS AND ISSUES: Lowndes County intends to apply for the 2026 CDBG-DR for improvements to Riverside Road. As part of the application, Lowndes County must comply with Federal "Conflict of Interest" regulations. If an employee, agent, consultant, officer, or elected official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients could be affected (in any way) by CDBG-DR funding, a FULL DISCLOSURE must be submitted to the Georgia Department of Community Affairs (DCA) as part of the 2026 CDBG-DR application. Additionally, the person(s) affected must not participate in project discussion, planning, or voting. Staff is not aware of any conflict of interest related to the proposed application target area.

OPTIONS: 1. Approve there is no conflict of interest for the application target area.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

1937 Carlton Adams Drive,
Valdosta, GA 31601
Phone (229) 333-5277
Fax (229) 333-5312

Southern Georgia
Regional Commission
Community Development Division

Memo

To: Local Governments Applying for 2026 CDBG-DR Funding
From: SGRC – Community Development Division
Tonia Hendricks
Date: July 20, 2026
Re: Conflict of Interest Requirements

PLEASE BE ADVISED:

Local governments submitting 2026 CDBG-DR applications must comply with Federal “Conflict of Interest” regulations. Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are applying for CDBG-DR funding must pay strict attention to the following information:

If an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients could be affected (in any way) by CDBG-DR funding, a FULL DISCLOSURE must be submitted to the Georgia Department of Community Affairs (DCA) as part of the 2026 CDBG-DR application. Additionally, the person(s) affected must not participate in project discussion, planning, or voting. Please notify the SGRC Community Development Division IMMEDIATELY if a conflict of interest is identified.

The Conflict-of-Interest provision in the “Common Rule”, (24 CFR 85.36 and 24 CFR 84.42) are applicable when a local government CDBG-DR Recipient contracts for the procurement of goods and services AS WELL AS to all CDBG-DR grants and activities. The following summarizes this regulation:

- A. **Conflicts Prohibited:** No persons described in paragraph B. below who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG-DR funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest OR benefit from a CDBG-DR-assisted activity, or have an interest in any contract, subcontract or agreement with respect hereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- B. **Persons Covered.** The conflict-of-interest provisions of paragraph A. above applies to ANY person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving or administering CDBG-DR funds.

C. **Definition of Family or Business Ties.** DCA defines the meaning of the term “family or business ties” as follows:

- Family: “A group of people related by ancestry or marriage; relatives.”
- Business: “The buying and selling of commodities and services; commerce, trade.”
- Ties: “Something that connects, binds or joins; bond; link.”

D. **Exceptions:** Upon written request, DCA may grant an exception to the provisions of paragraph A above, on a case-by-case basis, before federal funds are expended. Exceptions can only be granted when DCA determines that the exception will serve to further the purpose of the CDBG-DR Program and the effective and efficient administration of the CDBG-DR program or project. To seek an exception, a written request for an exception must be submitted by the unit of local government to DCA which:

- Fully discloses the conflict or potential conflict of interest, prior to the unit of government undertaking any action which results or may result in a conflict of interest, real or apparent; and
- Describes how the conflict of interest was publicly disclosed; and
- Includes a written opinion of the local government’s attorney that the interest for which the exception is sought would not violate state or local law.

Please find enclosed a sample attorney’s letter and a sample certified meeting minutes document concerning possible conflicts of interest regarding CDBG-DR applications and/or grants.

If you have any questions or concerns regarding this Federal law, please call me as soon as possible. Please contact me immediately if there is the possibility of a conflict-of-interest issue.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2026 Community Development Block Grant Disaster
Recovery (CDBG-DR) Funding Application - Engineering Selection

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2026 CDBG-DR Funding Application-Engineering
Selection

HISTORY, FACTS AND ISSUES: Lowndes County intends to apply for the 2026 CDBG-DR for improvements to Riverside Road. As part of the grant application, Lowndes County has to select a civil engineer through an RFP process. Staff prepared and advertised the RFP and received 11 (eleven) submissions from civil engineering firms. The submissions were scored using the same qualification evaluation form based on the information submitted. The overall scores for each firm will be presented at the meeting.

OPTIONS: 1. Approve Engineer for the CDBG-DR Application.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: 2026 Community Development Block Grant Disaster
Recovery (CDBG-DR) Funding Application - Submittal Resolution

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: 2026 CDBG-DR Funding Application-Submittal
Resolution

HISTORY, FACTS AND ISSUES: Lowndes County intends to apply for the 2026 CDBG-DR for improvements to Riverside Road. The attached resolution is required to be approved by the board before staff can submit the application for the grant. The resolution simply states the facts related to the application and allows the Southern Georgia Regional Commission to complete and submit the application.

OPTIONS: 1. Approve the Chairman to sign the resolution.
2. Redirect.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**RESOLUTION
OF THE LOWNDES COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE SUBMISSION OF AN APPLICATION
FOR FY 2026 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER
RECOVERY (CDBG-DR) FUNDS FOR STREET PAVING AND DRAINAGE
IMPROVEMENTS**

WHEREAS, the Lowndes County has identified a lack of sufficient funds to address the need for adequate street paving and drainage improvements on Riverside Road.

WHEREAS, Community Development Block Grant Disaster Recovery (CDBG-DR) funds are sufficient to address this need; and

WHEREAS, Lowndes County has requested the staff of the Southern Georgia Regional Commission to assist in the preparation and administration of the FY 2026 Community Development Block Grant Disaster Recovery (CDBG-DR) application; and

WHEREAS, Lowndes County has chosen Name of Engineer to provide pre- and post-award services as the project engineer for the FY 2026 Community Development Block Grant Disaster Recovery (CDBG-DR) application; and

WHEREAS, Lowndes County has agreed to provide sufficient matching funds and in-kind services to complete this project;

THEREFORE, be it resolved that the Lowndes County will submit a FY 2026 Community Development Block Grant Disaster Recovery (CDBG-DR) application to address the identified needs.

SO RESOLVED this _____ day of _____, 2026.

Bill Slaughter, Chairman

Belinda C. Lovern, County Clerk

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Data Center Moratorium

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$ - 0 -

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Proposed Resolution

HISTORY, FACTS AND ISSUES: A proposed temporary moratorium on accepting applications for permits for data centers is attached.

OPTIONS: 1. Approve Resolution as presented
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

A RESOLUTION

Instituting a Temporary Moratorium on Accepting Applications for Permits for Data Centers

WHEREAS, the Board of Commissioners of Lowndes County (the “Board”) finds data centers are being proposed throughout the State of Georgia; and

WHEREAS, the Board finds that these facilities can potentially affect power and water supplies and present impacts to nearby properties, including the effects of noise from cooling systems and generators; and

WHEREAS, Lowndes County’s current Unified Land Development Code does not include regulations specific to data centers; and

WHEREAS, the Board has directed its staff and the County Attorney to prepare draft regulations specific to data centers; and

WHEREAS, the Board intends to seek public comment on such draft regulations;

NOW, THEREFORE, be it and it is hereby resolved by the Board:

1. Definitions of Data Center. A specialized facility that hosts information technology infrastructure for building, managing, running, processing, delivering, or transmitting applications and services, or for storing and managing the data associated with those applications, network or telecommunications services which may include infrastructure such as cooling equipment, uninterruptible power supply systems, standby generators and associated fuel storage.

2. Imposition of Moratorium. A 60-day temporary moratorium is instituted on accepting applications for permits for data centers in order for the Board to consider regulations specific to data centers.

3. Repealer. All current resolutions and ordinances or parts thereof in conflict with this Resolution are superseded and repealed.

4. Effective Date. This Resolution shall be effective immediately upon its adoption and shall remain in effect until repealed or superseded by further action of the Board.

This 25th day of August, 2026.

Board of Commissioners of Lowndes County

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Land Application System (LAS) Holding Pond Sludge
Removal

DATE OF MEETING: August 25, 2026

Work
Session/Regular
Session

BUDGET IMPACT: \$2,978,848.00

FUNDING SOURCE:

- ☐ Annual
- ☐ Capital
- ☒ ARPA
- ☐ SPLOST
- ☐ TSPLOST

COUNTY ACTION REQUESTED ON: Approve LAS Holding Pond Sludge Removal

HISTORY, FACTS AND ISSUES: Due to buildup of sludge over several years, the 25-acre holding pond at the Land Application System (LAS) needs to have sludge removed. Staff, in conjunction with Carter & Sloope Engineering, advertised for bids to have the sludge removed. Five companies submitted bids ranging from \$914,240.00 to \$6,681,594.00. Tindall Water, LLC, DBA Southeastern Environmental Services, submitted the low bid of \$914,240.00. However, after reviewing its experience, staff and Carter & Sloope Engineering have determined that it does not have the capability in all respects to perform fully and reliably the contract requirements. B.A.M.2, Inc. submitted the next bid of \$2,978,848.00 and met the contract requirements of the bid documents. Staff recommends the Board reject the bid of Tindall Water, LLC, DBA Southeastern Environmental Services, and accept the bid of B.A.M.2, Inc. for \$2,978,848.00 and authorize the Chairman to sign the agreement.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**SECTION 00520
AGREEMENT**

This Agreement is by and between **Lowndes County Board of Commissioners** (“Owner”) and **B.A.M.2, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

The Work To Be Done shall consist of furnishing all products and performing all labor necessary to dredge/degrade the LAS holding pond for complete sludge removal. Work shall also include the proper restoration of pond volume by methods that include disposal, dewatering of sludge removed, grit removal, sludge degradation of solids, and all other appurtenances necessary to complete the project in accordance with the specifications and construction drawings.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

LAS Holding Pond Sludge Removal

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Carter & Sloope, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

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4.02 *Contract Times: Days*

- A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **90** days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For performance of the Work, the amount to be charged by the Contractor shall not, except as modified by mutually approved written change order, exceed the Contractor's Bid (attached hereto as an exhibit), **Two Million, Nine Hundred Seventy-Eight Thousand, Eight Hundred Forty-Eight 00/100 (\$2,978,848.00)**.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications contained within, or referenced by, the project manual.
 6. Drawings (not attached but incorporated by reference) consisting of 1 sheet with each sheet bearing the following general title: **LAS Holding Pond Sludge Removal**
 8. Addenda (numbers 1 to 5 inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

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discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.02 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.03 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 00520-8
AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Lowndes County Board of Commissioners
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Contractor:

B.A.M.2, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

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Lowndes County Board of Commissioners
LAS Holding Pond Sludge Removal

C&S Project No.: L8400.078
June 2026

SECTION 00520-9
AGREEMENT

Phone: _____

Email: _____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

END OF SECTION

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Lowndes County Board of Commissioners
LAS Holding Pond Sludge Removal

C&S Project No.: L8400.078
June 2026



August 17, 2026

Mr. Bill Slaughter, Chairman
Lowndes County Board of Commissioners
327 N. Ashley Street
Valdosta, GA 31601

SUBJECT: Lowndes County, GA
LAS Holding Pond Sludge Removal
C&S Project No.: L8400.078

Dear Mr. Slaughter:

As you are aware, Bids were received and opened for the above-referenced project on Tuesday, July 28, 2026 at 1:00 PM. Tindall Water, LLC d.b.a. Southeastern Environmental Services submitted the apparent low base bid in the amount of \$914,240.00. B.A.M.2, Inc. submitted the second-low base bid in the amount of \$2,978,848.00. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. Tindall Water, LLC.	\$914,240.00	---
2. B.A.M.2, INC.	\$2,978,848.00	225.83%
3. Merrell Bros INC.	\$3,497,435.00	282.55%
4. GFL Environmental Services USA Inc.	\$6,550,044.00	616.45%
5. Lewis Contracting Services, LLC.	\$6,681,594.00	630.84%

Based on our review of the bid and qualification materials submitted, Carter & Sloope recommends that the County determine the apparent low bidder to be non-responsible/not qualified for this project and award the project to B.A.M.2, Inc. in the amount of \$2,978,848.00, subject to County attorney and procurement review.

The following observations were made after evaluating Tindall Water, LLC:

- **Bid disparity:** Tindall's apparent low bid is materially below the other bids. With such a disparity, C&S and Lowndes County staff performed a more thorough review and determination of their qualifications as a measure of their responsible-ness as a Bidder.
- **Minimum qualification requirement:** Addendum No. 4 required at least three references for treatment plant work or work similar in scope and scale to this project, along with the remaining experience information required by Section 00470, to set the expectation of qualifications through experience that will be considered.

- **Scale of submitted experience:** In general, Tindall's completed references are substantially smaller than this project, with listed completed project values ranging from \$65,000 to \$420,810, and do not demonstrate three completed projects comparable in scale to the 85,600 CY sludge-removal scope presented for this project.
- **Single project reference review:** Although Tindall has long experience with the product proposed in their bid, the one comparable reference was Phase 2 of a project in Baxley, GA completed within the last year; it appears to be the first application by Tindall of this type (sludge removal in a pond at a treatment facility).
- **Limited operating history of bidding entity:** Tindall Water, LLC was organized on August 29, 2025. Although the submittal describes affiliated company history, the bidding entity itself has limited operating history reflected in the qualification form.

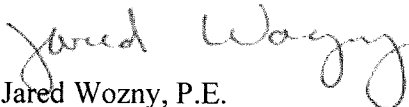
As required in the bid documents, the recommended bidder submitted a bid with a 10% bid bond from the Great Midwest Insurance Company, which is listed in the U.S. Treasury Circular #570. The Atlantic Specialty Insurance Company is shown as being licensed in the state of Georgia with an underwriting limitation that is greater than the bond amount. The Great Midwest Insurance Company has a current A.M. Best rating of "A" which meets the requirements of the contract documents.

We are enclosing one (1) copy of the certified "Bid Tabulation" for your records. We are also enclosing one (1) copy of the Notice of Award for this project. Please execute the Notice of Award and return as soon as possible. We will prepare four (4) originals of the Agreement and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance Bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,

CARTER & SLOOPE, INC.


Jared Wozny, P.E.

Encl: Certified Bid Tabulation – 1 copy
Notice of Award – 1 copy

BID TABULATION FOR ALL BIDS
RECEIVED AT LOWNDES COUNTY BOARD OF COMMISSIONERS
 327 N. Ashley Street Valdosta, GA 31601
 ON TUESDAY, JULY 28, 2026 AT 1:00 PM
 PROJECT: LAS Holding Pond Sludge Removal
 C&S PROJ. NO.:L8400.078

Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1.0 Base Bid Improvements							
1.01	Mobilization/Demobilization	1	LS	\$ 45,500.00	\$ 45,500.00	\$ 85,883.00	\$ 85,883.00
1.02A	Sludge Removal via Degradation	85,600	CY	\$ 9.15	\$ 783,240.00	\$ 32.65	\$ 2,794,840.00
1.02B	Sludge Removed via Dredging	85,600	CY	-	-	-	-
1.03	Pre- and Post-Removal Sounding Survey	1	LS	\$ 10,500.00	\$ 10,500.00	\$ 23,125.00	\$ 23,125.00
1.04	Supplemental Work Allowance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
TOTAL BASE BID:				\$ 914,240.00	\$	2,978,848.00	\$ 3,497,435.00
Alternate Bid Item							
A-1	Baffle Curtain	1	LS	\$ 187,102.50	\$ 187,102.50	\$ 140,000.00	\$ 140,000.00
						\$ 36,150.00	\$ 36,150.00

Item No.	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1.0 Base Bid Improvements							
1.01	Mobilization/Demobilization	1	LS	\$ 271,864.00	\$ 271,864.00	\$ 1,410,573.00	\$ 1,410,573.00
1.02A	Sludge Removal via Degradation	85,600	CY	\$ 72.30	\$ 6,188,880.00	-	-
1.02B	Sludge Removed via Dredging	85,600	CY	-	-	\$ 60.00	\$ 5,136,000.00
1.03	Pre- and Post-Removal Sounding Survey	1	LS	\$ 14,300.00	\$ 14,300.00	\$ 60,021.00	\$ 60,021.00
1.04	Supplemental Work Allowance	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
TOTAL BASE BID:				\$ 6,550,044.00	\$	6,681,594.00	\$
Alternate Bid Item							
A-1	Baffle Curtain	1	LS	\$ -	\$ -	\$ -	\$ -

I hereby certify that this is a true and accurate Bid Tabulation of bids received TUESDAY JULY 28, 2026 1:00 PM.

Jared Wozny

Jared Wozny, P.E

**SECTION 00510
NOTICE OF AWARD**

Date of Issuance: _____
Owner: Lowndes County Board of Commissioners Engineer's Project No.: L8400.078
Engineer: Carter & Sloope, Inc.
Project: LAS Holding Pond Sludge Removal
Bidder: B.A.M. 2, Inc.
Bidder's Address: 728 South Main Street, Springfield, TN 37172

You are notified that Owner has accepted your Bid dated **July 28, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

LAS Holding Pond Sludge Removal

The Contract Price of the awarded Contract is **\$2,978,848.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four (4) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **Four (4)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver the Certificate of Insurance as specified in the General Conditions (Article 6.03) and amended by the Supplementary Conditions.
4. Section 00484 -- Subcontractor Affidavit & Agreement for any subcontractors.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

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Lowndes County Board of Commissioners
LAS Holding Pond Sludge Removal

C&S Project No.: L8400.078
June 2026

SECTION 00510-2
NOTICE OF AWARD

Owner: Lowndes County Board of Commissioners
By *(signature)*: _____
Name *(printed)*: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award
is hereby acknowledged by.

Contractor: B.A.M. 2, Inc.
By *(signature)*: _____
Name *(printed)*: _____
Title: _____

Copy: Engineer

END OF SECTION

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Lowndes County Board of Commissioners
LAS Holding Pond Sludge Removal

C&S Project No.: L8400.078
June 2026

BID TABULATION FOR ALL BIDS
 RECEIVED AT LOWNEDES COUNTY BOARD OF COMMISSIONERS
 327 N. Ashley Street Valdosta, GA 31601
 ON TUESDAY, JULY 28, 2026 AT 1:00 PM
 PROJECT: LAS Holding Pond Sludge Removal
 C&S PROJ. NO.:LS400.078

Item No.		Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1.0 Base Bid Improvements										
1.01		Mobilization/Demobilization	1	LS	\$	45,500.00	\$	45,500.00	\$	85,883.00
1.02A		Sludge Removal via Degradation	85,600	CY	\$	9.15	\$	783,240.00	\$	32.65
1.02B		Sludge Removed via Dredging	85,600	CY	\$	-	\$	-	\$	-
1.03		Pre- and Post-Removal Sounding Survey	1	LS	\$	10,500.00	\$	10,500.00	\$	23,125.00
1.04		Supplemental Work Allowance	1	LS	\$	75,000.00	\$	75,000.00	\$	75,000.00
TOTAL BASE BID					\$	914,240.00	\$	2,978,848.00	\$	3,497,435.00
Alternate Bid Item										
A-1		Baffle Curtain	1	LS	\$	187,102.50	\$	187,102.50	\$	140,000.00
					\$	36,150.00	\$	36,150.00	\$	36,150.00
			Southeastern Environmental Service 829 Southwest Central Avenue Blackshear, GA-31516			B.A.M.2, Inc. 728 South Main Street Springfield, TN 37172			Merrell Bros Inc. 8811 West 500 North Kokomo, IN 46901	

Southeastern Environmental Service
 829 Southwest Central Avenue
 Blackshear, GA-31516

B.A.M.2, Inc.
 728 South Main Street
 Springfield, TN 37172

Merrill Bros Inc.
 8811 West 500 North
 Kokomo, IN 46901

Item No.			Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	
1.0 Base Bid Improvements										
1.01		Mobilization/Demobilization	1	LS	\$	271,864.00	\$	271,864.00	\$	1,410,573.00
1.02A		Sludge Removal via Degradation	85,600	CY	\$	72.30	\$	6,188,880.00	\$	-
1.02B		Sludge Removed via Dredging	85,600	CY	\$	-	\$	-	\$	60.00
1.03		Pre- and Post-Removal Sounding Survey	1	LS	\$	14,300.00	\$	14,300.00	\$	60,021.00
1.04		Supplemental Work Allowance	1	LS	\$	75,000.00	\$	75,000.00	\$	75,000.00
			TOTAL BASE BID:				\$	6,550,044.00	\$	6,681,594.00
Alternate Bid Item										
A-1		Baffle Curran	1	LS	\$	-	\$	-	\$	-

GFL Environmental Services USA, Inc.
 1378 South Volusia Avenue
 Orange City, FL 32763

Lewis Contracting Services, LLC
 8584 Covington Hwy
 Lithonia, GA 30058

I hereby certify that this is a true and accurate Bid Tabulation of bids received TUESDAY JULY 28, 2026 1:00 PM.

Jared Wozny

Jared Wozny, P.E.