



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
REGULAR SESSION, TUESDAY, APRIL 28, 2020, 5:30 PM

In an effort to respect social distancing, a conference call line has been set up for this meeting. The call in number is 813-769-0500 and the access code is 584-852-611#

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. Minutes For Approval**
 - a. Work Session, March 9, 2020, Regular Session, March 10, 2020, & Special Called Meeting, April 16, 2020
Recommended Action: Approve
Documents:
- 5. For Consideration**
 - a. Advanced Disposal Services Residential Solid Waste Franchise
Recommended Action: Board's pleasure
Documents:
 - b. Deep South Sanitation Residential Solid Waste Franchise
Recommended Action: Board's pleasure
Documents:
 - c. Professional Services for Sampling, Monitoring and Reporting of Impaired Streams
Recommended Action: Accept
Documents:
 - d. Quit Claim Deeds for Abandoned Right of Way off Ivandale Circle
Recommended Action: Approve
Documents:
 - e. Purchase of Wetland Credits for Clyattstone Road - Simpson Lane Paving Project
Recommended Action: Approve
Documents:

- f. Approval of Clyattstone Road-Simpson Lane ROW Purchases
Recommended Action: Approve
Documents:
- g. Abandonment of Unopened ROW - Gay Road
Recommended Action: Board's pleasure
Documents:
- h. Coleman Road Force Main Replacement
Recommended Action: Approve
Documents:
- i. Lowndes County Accountability Court Grant Approval and Cash Match
Recommended Action: Approve
Documents:

6. Bid

- a. LMIG Resurfacing Contract
Recommended Action: Accept
Documents:

7. Reports - County Manager

Citizens wishing to be heard should email County Clerk, Paige Dukes at pdukes@lowndescounty.com or call 229-292-6142 during normal business hours to register to speak. Please register prior to 4:00 p.m. on Tuesday, April 28th. Thank you.

9. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste Franchise

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$ 0

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Renewal of Residential Solid Waste Franchise

HISTORY, FACTS AND ISSUES: Advanced Disposal Services of Middle Georgia, LLC has applied to renew its existing Franchise for Residential Solid Waste Collection Services which expired on March 31, 2020. Effective April 1, 2020 Advanced Disposal Services has been providing Residential Solid Waste Collection Services under a Temporary Permit issued by the County Manager which is set to expire on April 30, 2020.

Enclosed is a proposed renewed Franchise. It is for a term of 11 months, beginning May 1, 2020 and ending March 31, 2021.

Other than updating various dates in the Franchise, it is identical to the existing Franchise.

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Advance Disposal Services Middle Georgia, LLC and authorize the Chairman to execute it on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the ____ day of May, 2020 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES MIDDLE GEORGIA, LLC, a Florida limited liability company (“Franchisee”).

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2020;

WHEREAS, Franchisee currently provides residential solid waste collection services in the unincorporated areas of Lowndes County pursuant to a Temporary Permit authorized by Section 2.5 of the Solid Waste Ordinance;

WHEREAS, Franchisee desires to obtain a new residential solid waste collection franchise from the County and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the “Solid Waste Ordinance”);

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which

are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is May 1, 2020. The term of this Franchise shall be from May 1, 2020 through March 31, 2021, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Centers. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 4758 Loch Laurel Road and 4040 Pine Grove Road, more fully described on Exhibits A and B hereto (the "collection centers"), for the limited purpose of receiving for collection at the collection centers residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license as to either or both of the collection centers upon thirty (30) days' prior written notice to the County. Said license shall also terminate as to either or both of the collection centers in the event Franchisee discontinues use of either or both of the collection centers for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection centers or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection centers, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection centers or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection centers if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from each of its subscribers who is because of injury or infirmity unable to place his or her recycling

container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection centers, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection centers a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection centers.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection centers, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Centers. If Franchisee operates the collection centers, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday, Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Centers. If Franchisee operates the collection centers, it shall staff the collection centers with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection centers and the

volume of residential solid waste delivered to the collection centers and to assist subscribers delivering solid waste to the collection centers. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection centers provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection centers, it shall equip such collection centers with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection centers. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection centers prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection centers.

26. Cost of Operation of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection centers.

27. Maintenance and Appearance of Collection Centers. If Franchisee operates the collection centers, it shall be responsible for the maintenance and neat appearance of the collection centers, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection centers, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the

immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection centers only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection centers.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee's performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County's request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days' notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an "Additional Insured" on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee's provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the "date of report") or covering the period up to ten (10) months immediately preceding such date of report (the "period of report"), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee's subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report
- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside
- the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection centers and (b) at curbside

- a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
 - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
 - a log of complaints made by Franchise's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms, conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt,

or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5259

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Advanced Disposal Services Middle Georgia, LLC
1101 Hawkins Street
Valdosta, Georgia 31601
Attention: General Manager
Fax: (229) 244-3222

with a copy (which shall not constitute notice) to:

Advanced Disposal Services, Inc.
90 Fort Wade Road
Ponte Vedra, Florida
Attention: General Counsel
Fax: (904) 612-9153

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or

invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

IN WITNESS WHEREOF, each of the parties hereto has caused this Franchise to be executed as a sealed instrument through their duly authorized officers or representatives effective as of the date set forth above.

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter
Chairman

**ADVANCED DISPOSAL SERVICES MIDDLE
GEORGIA, LLC**

By: _____
Charles Neal Gray
Regional Vice President

Exhibit A

Loch Laurel Road Collection Center

The real property located at 4758 Loch Laurel Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Loch Laurel Road Collection Center.

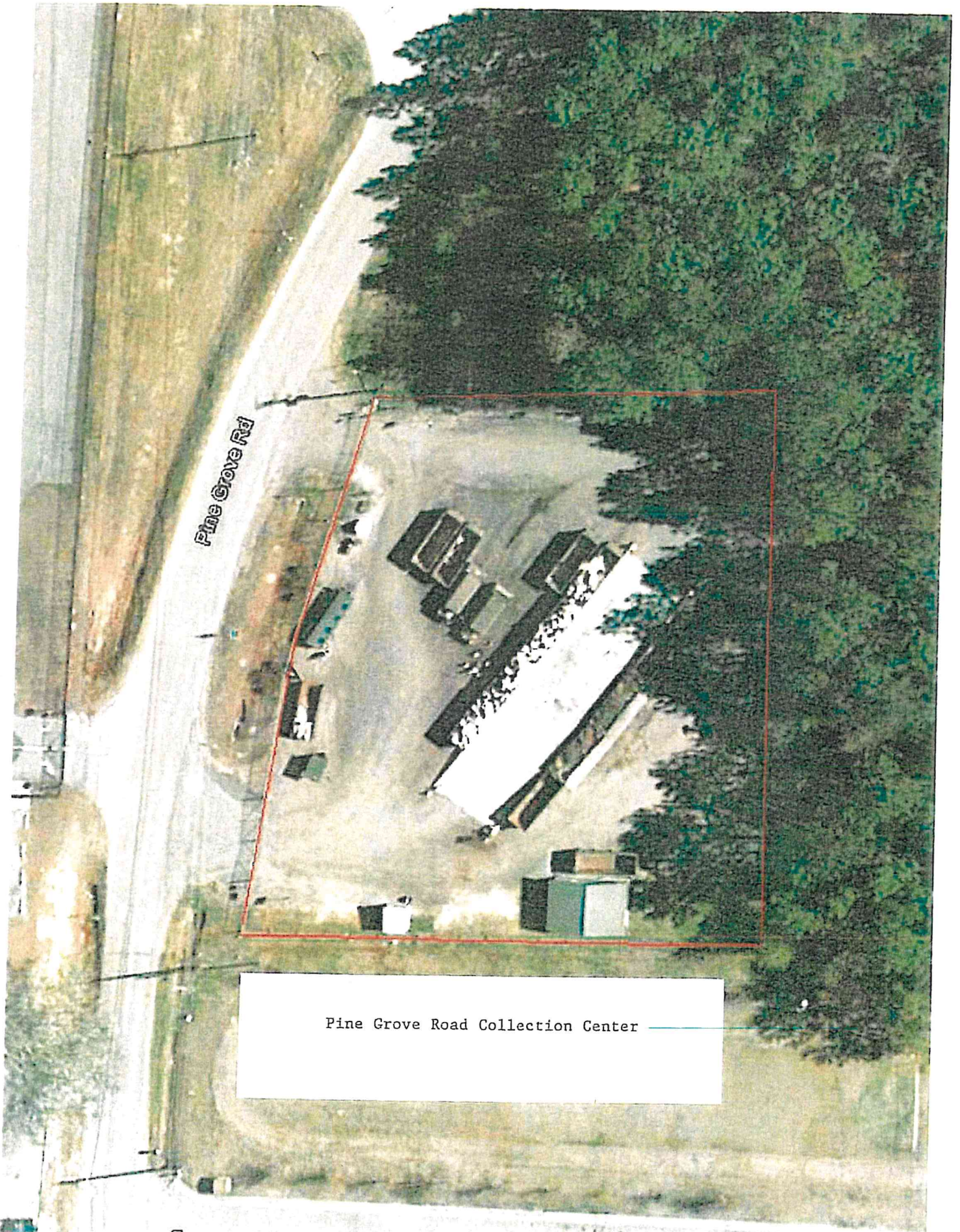


Loch Laurel Road Collection Center

Exhibit B

Pine Grove Road Collection Center

The real property located at 4040 Pine Grove Road, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Pine Grove Road Collection Center.



Pine Grove Rd

Pine Grove Road Collection Center

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation Residential Solid Waste Franchise

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$0

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Renewal of Residential Solid Waste Franchise

HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC has applied to renew its existing Franchise for Residential Solid Waste Collection Services which expired on March 31, 2020. Effective April 1, 2020 Deep South Sanitation has been providing Residential Solid Waste Collection Services under a Temporary Permit issued by the County Manager which is set to expire on April 30, 2020.

Enclosed is a proposed renewed Franchise. It is for a term of 11 months, beginning May 1, 2021 and ending March 31, 2021.

Other than updating various dates in the Franchise, it is identical to the existing Franchise.

OPTIONS: 1. Approve proposed renewed Franchise for Residential Solid Waste Collection Services for Deep South Sanitation, LLC and authorize the Chairman to execute it on behalf of the County.

2. Redirect

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Human Resources

DEPARTMENT HEAD: Kevin Beals

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**FRANCHISE
FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS FRANCHISE (the “Franchise”) is granted effective as of the 1st day of May, 2020 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the “County”) to, and is accepted and agreed to by, DEEP SOUTH SANITATION, LLC, a Georgia limited liability company ("Franchisee").

W I T N E S S E T H:

WHEREAS, the County desires to promote, preserve, and protect the public health, safety, and general welfare by providing for the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County;

WHEREAS, providing for and regulating the collection, transportation, and disposal of solid waste generated by residential premises located within the unincorporated areas of Lowndes County is a valid exercise of the County’s police power;

WHEREAS, Franchisee was issued a residential solid waste collection franchise by the County to offer and to provide residential solid waste collection services serving residents of the unincorporated areas of Lowndes County which franchise expired March 31, 2020;

WHEREAS, Franchisee currently provides residential solid waste collection services in the unincorporated areas of Lowndes County pursuant to a Temporary Permit authorized by Section 2.5 of the Solid Waste Ordinance;

WHEREAS, Franchisee desires to obtain a new residential solid waste collection franchise from the County and to continue to operate a business, enterprise, and commercial activity offering and providing residential solid waste collection services within and serving residents of the unincorporated areas of Lowndes County;

WHEREAS, the County desires to renew, issue and grant to Franchisee, and Franchisee desires to accept and agree to, the right and privilege to offer and to provide such residential solid waste collection services serving residents of the unincorporated areas of Lowndes County, in each case pursuant and subject to the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise; and

WHEREAS, the granting of this Franchise to authorize and to permit Franchisee to provide residential solid waste collection services is authorized by the 2015 Lowndes County Solid Waste Ordinance as amended duly adopted by the Lowndes County Board of Commissioners (the “Solid Waste Ordinance”);

NOW, THEREFORE, in consideration of the foregoing, the respective representations, warranties, covenants, and agreements of Franchisee set forth herein, the sum of Ten and no/100

Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are each hereby acknowledged, Lowndes County does hereby issue and grant to Franchisee, and Franchisee, intending to be legally bound hereby, does hereby accept and agree to this Franchise, as follows:

1. Definitions. Terms not otherwise defined in this Franchise shall have the meaning ascribed to them in the Solid Waste Ordinance unless the context clearly requires otherwise.

2. Grant of Franchise. Pursuant to the Solid Waste Ordinance, the County hereby issues and grants to Franchisee this Franchise authorizing Franchisee to provide residential solid waste collection services to residents and to use the public roads and rights-of-way of Lowndes County for such purpose, all in accordance with and subject to each of the conditions, terms, provisions, requirements, and obligations of the Solid Waste Ordinance and this Franchise.

3. Non-exclusivity. This Franchise is nonexclusive. The County may issue and grant other nonexclusive franchises pursuant to the Solid Waste Ordinance to other franchisees for the provision of residential solid waste collection services to residents.

4. Number of Nonexclusive Franchisees. The County may issue such number of nonexclusive franchises pursuant to the Solid Waste Ordinance, and may limit such number of nonexclusive franchises it issues pursuant to the Solid Waste Ordinance, as it determines from time to time for reasons and purposes reasonably related to the public health, safety, and general welfare, including but not limited to the availability of residential solid waste collection service to residents of each residential premise, the adequate provision of such service, the quality of customer service provided, the reasonableness of price therefor, and the effect of solid waste service vehicles on county roads and the public.

5. Effective Date, Term of Franchise. The effective date of this Franchise is May 1, 2020. The term of this Franchise shall be from May 1, 2020 through March 31, 2021, inclusive.

6. Provision of Basic Service to Residents of all Residential Premises. Franchisee shall offer and provide basic service to any and all residents who request and subscribe to such service.

7. Collection Center. For and during the term of this Franchise, the County grants Franchisee a license to use the real property located at 345 Gil Harbin Industrial Boulevard, more fully described on Exhibit A hereto (the "collection center"), for the limited purpose of receiving for collection at the collection center residential recycling materials, yard waste, and bulky items pursuant to and in accordance with the Ordinance and this Franchise. Franchisee shall not remove any trees or landscaping materials from said property or make any permanent modifications or improvements to said property without prior written approval of the County Manager. Franchisee may terminate said license upon thirty (30) days' prior written notice to the County. Said license shall also terminate in the event Franchisee discontinues use of the collection center for said purposes for more than thirty (30) days.

8. Collection of Residential Garbage. Franchisee's basic service shall include the collection of a subscriber's residential garbage at curbside on a collection day designated by Franchisee at least one (1) time per week.

9. Collection of Bulky Items. Franchisee's basic service shall include the collection of a subscriber's bulky items either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's bulky items at curbside, Franchisee shall collect such bulky items at curbside on a collection day designated by Franchisee at least one (1) time every other week based upon the subscriber's requesting Franchisee by telephone to collect such bulky items at least two (2) business days prior to the designated collection day, provided however, Franchisee shall not be obligated to collect more than five (5) cubic yards of bulky items from the subscriber's premises at a single collection day. If Franchisee's basic service includes the collection of a subscriber's bulky items at the collection center, Franchisee may upon request of a subscriber collect a subscriber's bulky items at curbside as an additional service.

10. Collection of Yard Waste. Franchisee's basic service shall include the collection of a subscriber's yard waste either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's yard waste at curbside, Franchisee shall collect such yard waste at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's yard waste at the collection center, Franchisee may upon request of a subscriber collect a subscriber's yard waste at curbside as an additional service.

11. Collection of Residential Recycling Materials. Franchisee's basic service shall include the collection of a subscriber's residential recycling materials either (a) at the collection center or (b) at curbside. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at curbside, Franchisee shall collect such residential recycling materials at curbside on a collection day designated by Franchisee at least one (1) time every other week. If Franchisee's basic service includes the collection of a subscriber's residential recycling materials at the collection center, Franchisee may upon request of a subscriber collect a subscriber's residential recycling materials at curbside as an additional service. Franchisee shall ensure all residential recycling materials it collects from its subscribers are processed for recycling and are not disposed in a landfill. In the event Franchisee is unable to dispose of a certain type or types of recyclable materials for recycling, and with prior written approval of the County Manager, Franchisee may notify its subscribers that they shall not include such certain type or types of recyclable materials in the residential recycling materials they deliver to Franchisee for collection either at the collection center or at curbside. Franchisee shall not be responsible for the collection of any residential recycling materials at curbside or at the collection center if residential garbage is mixed with such residential recycling materials.

12. Back-Door Pick-up. Franchisee shall provide back-door pick-up of residential garbage from each of its subscribers who is because of injury or infirmity unable to place his or her solid waste cart at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's solid waste cart at curbside. If Franchisee collects residential recycling materials at curbside, Franchisee shall provide back-door pick-up of residential recycling materials from

each of its subscribers who is because of injury or infirmity unable to place his or her recycling container at curbside provided no other resident of the subscriber's residential premise is able to place the subscriber's recycling container at curbside. Franchisee shall accept the written statement of a physician of the subscriber's lack of ability to place the subscriber's solid waste collection cart and/or recycling container at curbside as sufficient evidence and proof of the subscriber's lack of such ability.

13. Uniform Fee. Franchisee shall charge each of its subscribers the same uniform fee for basic service and the same uniform fee or fees for additional services provided pursuant to this Franchise.

14. Pricing for Basic Service. Franchisee shall not charge its subscribers in excess of \$20.00 per month for the basic service Franchisee provides pursuant to this Franchise.

15. Additional Services. In addition to its basic service, Franchisee may offer and provide its subscribers additional services and charge uniform fees determined by Franchisee therefor; provided, however, if Franchisee's basic service includes the collection of bulky items, yard waste, or residential recycling materials at the collection center, Franchisee may provide its subscribers who are because of injury or infirmity unable to use the collection center a discounted fee in such amount as Franchisee determines for the additional service or services of curbside collection of bulky items, yard waste, or residential recycling materials provided such discounted fee is uniform for all such subscribers who are because of injury or infirmity unable to use the collection center.

16. Days and Hours of Curbside Collection. Franchisee shall collect residential solid waste at curbside, whether as a basic service or as an additional service, only on weekdays between the hours of 7:00 a.m. and 7:00 p.m. except to perform emergency work or service required to safeguard the immediate health, safety, and general welfare of the public.

17. Collection from Persons Other than Franchisee's Subscribers. Franchisee may collect bulky items, yard waste, and/or residential recycling materials, whether at curbside or at the collection center, from persons other than its subscribers for such fee or fees to which Franchisee and such other persons agree.

18. Franchisee's Vehicles.

(a) Franchisee shall collect residential garbage from its subscribers in vehicles specifically designed for the collection of residential garbage. Such vehicles shall have fully enclosed leak resistant compaction bodies. Franchisee shall provide a sufficient number of such vehicles for the curbside collection of residential garbage from Franchisee's subscribers.

(b) If Franchisee collects any of bulky items, yard waste, or residential recycling materials at curbside, whether as a basic service or as an additional service, Franchisee shall provide a sufficient number of vehicles for the curbside collection thereof from Franchisee's subscribers.

(c) Franchisee shall ensure that solid waste it transports by its vehicles does not spill, leak, or blow from such vehicles.

(d) Each vehicle Franchisee uses to provide residential solid waste collection services shall be kept in good repair, appearance, and a sanitary condition at all times.

(e) Each vehicle Franchisee uses to provide residential solid waste collection services shall be clearly and prominently marked on both its left and right sides with Franchisee's name and telephone number.

19. Additional Solid Waste Carts; Additional Recycling Containers.

(a) Franchisee shall furnish one (1) solid waste cart to each of its subscribers at no charge. Franchisee shall maintain its solid waste carts in a reasonably good condition. Franchisee shall supply one (1) or more additional solid waste carts to any of its subscribers upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional solid waste cart supplied and the curbside collection of residential garbage associated with each additional cart supplied. Franchisee shall repair or replace its solid waste carts at no charge to its subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge a subscriber for the cost of repair or replacement of solid waste carts if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

(b) If Franchisee collects residential recycling materials at curbside, Franchisee shall furnish one (1) recycling container to each of its subscribers at no charge. Franchisee shall maintain its recycling containers in a reasonably good condition. If Franchisee collects residential recycling materials at curbside, Franchisee shall supply one (1) or more additional recycling containers to any of its subscribers from whom it collects residential recycling materials at curbside upon request and may charge such subscribers an additional monthly fee of up to \$5.00 for each additional recycling container supplied and the curbside collection of residential recycling materials associated with each additional cart supplied. Franchisee shall repair or replace its recycling containers at no charge to the subscriber if such repair or replacement is due to reasonable wear and tear. Franchisee may charge subscribers for the cost of repair or replacement of recycling containers if such repair or replacement is required as a result of a subscriber's excessive abuse, neglect, or damage, or due to fire or theft.

20. Subscription Fees. Franchisee shall not charge its subscribers a subscription fee or any other fee upon subscription.

21. Termination Fees. Franchisee may charge a subscriber a termination fee or such other fee upon termination of the subscriber's subscription in any amount to which Franchisee and its subscriber agree.

22. Suspension of Curbside Collection on Holidays. Franchisee may suspend the collection of residential solid waste which Franchisee collects at curbside, either as a basic service or as an additional service, on holidays observed by the County provided Franchisee collects such residential solid waste within the two (2) business days before or after such holiday and provides at least seven (7) days' advance notice to affected subscribers of the suspension of such service and the day on which such service will be provided.

23. Hours of Operation of Collection Center. If Franchisee operates the collection center, it shall operate such center at least during the following hours: 7:00 a.m. to 7:00 p.m. each Friday,

Saturday, and Monday, and 1:00 p.m. to 7:00 p.m. each Sunday, excepting holidays observed by the County.

24. Staffing and Operation of Collection Center. If Franchisee operates the collection center, it shall staff the collection center with a sufficient number of trained employees to handle efficiently, adequately, and timely the vehicular traffic through the collection center and the volume of residential solid waste delivered to the collection center and to assist subscribers delivering solid waste to the collection center. Franchisee may adopt and enforce reasonable rules consistent with industry practice for the efficient operation of the collection center provided such rules are not inconsistent with the Ordinance or this Franchise and are approved in advance in writing by the County Manager.

25. Equipment and Containers. If Franchisee operates the collection center, it shall equip such collection center with sufficient equipment and containers to handle efficiently, adequately, and timely the volume of residential solid waste delivered to the collection center. Franchisee shall keep such equipment and containers in good repair, appearance, and sanitary condition at all times. Upon termination of this Franchise, or termination of Franchisee's license to the collection center prior thereto, Franchisee shall, at its sole expense, remove all of its equipment, containers, and any other property from the collection center.

26. Cost of Operation of Collection Center. If Franchisee operates the collection center, it shall be responsible for and shall indemnify and hold the County harmless for all costs, expense, and risk of and associated with operating the collection center.

27. Maintenance and Appearance of Collection Center. If Franchisee operates the collection center, it shall be responsible for the maintenance and neat appearance of the collection center, including without limitation keeping the premises free of litter, mowing any grass on the premises, and trimming any shrubbery on the premises.

28. Information and Educational Materials. Franchisee shall provide information and educational materials to the public and specifically its subscribers regarding the residential solid waste collection services Franchisee provides pursuant to this Franchise. The information and materials which Franchisee provides its subscribers shall include (a) Franchisee's curbside collection schedules, (b) at least seven (7) days' advance notice to subscribers of holidays on which the franchisee will suspend the collection of solid waste at curbside and the alternative day on which such service will be provided, (c) at least fourteen (14) days' advance notice of any other change in a subscriber's designated collection day, (d) the hours of operation of the collection center, (e) information regarding the obligations and responsibilities of subscribers under the Ordinance, including the obligations of subscribers regarding the placement of residential solid waste at curbside and the removal of solid waste carts and recycling containers from curbside, and (f) at least sixty (60) days' advance notice of any change in Franchisee's fees to its subscribers, including any change in Franchisee's fee for basic service, fees for additional solid waste carts and recycling containers, and fees for additional services.

29. Franchise Fees. During the term of the Franchise, Franchisee shall pay a franchise fee to the County for the regulation in Lowndes County of residential solid waste, residential solid waste

collection services, the administration and enforcement of the Solid Waste Ordinance, and the administration and enforcement of this Franchise. Such franchise fee shall be paid at the rate of \$3.00 per ton of residential garbage collected by Franchisee in the unincorporated area pursuant to this Franchise. Such franchise fee shall be paid on a monthly basis, with Franchisee paying to the County by the last day of each calendar month the franchise fee due for residential garbage collected by Franchisee in the unincorporated area or otherwise from residents during the immediately preceding calendar month. Each payment by Franchisee of the franchise fee shall be accompanied by a written statement, certified by an officer of Franchisee or executive level manager responsible for the area or region of Franchisee's operations that includes Lowndes County, showing in such form and detail as the County Manager may prescribe, the total tonnage of residential garbage collected by Franchisee in the unincorporated area during the calendar month for which such franchisee fee is being paid, the calculation of such franchise fee then being paid by Franchisee, and also accompanied by copies of landfill weight tickets evidencing such total tonnage and such other information as the County Manager may from time to time require.

30. Billing and Collection. Franchisee shall be solely responsible for the billing and collection of its charges to its subscribers and shall bear all cost, expense, and risk in connection therewith, including nonpayment by any subscriber.

31. Disposal of Solid Waste. Franchisee shall dispose residential garbage collected by it from its subscribers at curbside and at the collection center only at the Evergreen Landfill on Wetherington Lane, Valdosta, Georgia or at such other lawfully permitted or licensed disposal facility approved in advance in writing by the County Manager and shall be responsible for and indemnify and hold the County harmless from all risk and the payment of all costs and fees associated with such disposal.

32. Prohibition Against Commingling. Franchisee shall not commingle residential solid waste collected from residents pursuant to this Franchise with any commercial solid waste or any other solid waste originating from elsewhere within the County or from outside the County.

33. Title and Ownership of Waste. Title to and ownership of residential solid waste collected by Franchisee from residents pursuant to this Franchise shall pass to Franchisee once it is placed in a vehicle or other equipment under control of Franchisee or received by Franchisee at the collection center.

34. Indemnity. Franchisee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the County, its officers, boards, commissioners, employees, representatives, and agents from and against any and all claims, suits, actions, fines, penalties, liability, costs, loss, damage, and judgments of any kind, including personal injury and/or death, and including reasonable attorneys' fees, expenses, and costs of settlement, arising from or relating to Franchisee's negligence or willful misconduct during the collection, transportation, or disposal of solid waste, whether or not the act or omission complained of is authorized, allowed, or prohibited by this Franchise or the Solid Waste Ordinance, and from any breach or violation by Franchisee of this Franchise or the Solid Waste Ordinance.

35. Performance Bond. Before providing residential solid waste collection services pursuant to this Franchise and at all times during the term of this Franchise, Franchisee shall furnish to the County and maintain in effect a surety bond in the amount of \$250,000 issued by a financially sound and reputable corporate surety authorized to do business in the State of Georgia reasonably acceptable to the County as security for Franchisee’s performance of each and every of its obligations under this Franchise and the Solid Waste Ordinance.

36. Insurance.

(a) Franchisee shall maintain in full force and effect insurance of the types and in the amounts set forth below. Franchisee shall furnish to the County with its execution and delivery of this Franchise and annually thereafter if this Franchise is renewed, or at any time upon the County’s request, certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force and certifying that the County shall receive at least thirty (30) days’ notice prior to any modification, revocation, cancellation, or non-renewal of said insurance. No such insurance shall have a self-insured retention amount in excess of \$10,000.

<u>Coverages</u>	<u>Limits of Liability</u>
Worker’s Compensation	Statutory
General Liability and Property Damage (except automobile)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Bodily Injury and Property Damage Liability	Statutory \$500,000
Excess Liability Umbrella	\$2,000,000 aggregate
Pollution and Environmental Liability and Remediation Coverage	\$1,000,000 per occurrence

Franchisee shall ensure the County is named as an “Additional Insured” on each such policy.

(b) All insurance contracts or policies procured by Franchisee pursuant to the above insurance schedule shall be in a form reasonably satisfactory to the County and shall be issued and maintained by companies authorized to do business in the State of Georgia and reasonably acceptable to the County.

(c) Any failure to provide such evidence of, or to maintain, insurance as required by this section shall be grounds for termination of this Franchise.

37. Reporting. Franchisee shall submit to the County Manager a written report no later than forty-five (45) days prior to the termination of this Franchise, whether or not Franchisee has sought or intends to seek renewal of this Franchise, providing the following information regarding Franchisee’s provision of residential solid waste collection services pursuant to this Franchise as of the date which is two (2) months prior to the expiration of this Franchise (the “date of report”) or covering the period up to ten (10) months immediately preceding such date of report (the “period of report”), as applicable, in such format as may be requested by the County Manager:

- the name and address of each of Franchisee’s subscribers as of such date of report,
- the name and address of each subscriber to whom Franchisee has provided a recycling container as of such date of report,
- the quantities by tonnage of residential garbage collected by Franchisee pursuant to this Franchise each month during such period of report

- the quantities by tonnage of bulky items collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
 - the quantities by tonnage of yard waste collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
 - the quantities by tonnage of residential recycling materials collected by Franchisee pursuant to this Franchise each month during such period of report (a) at the collection center and (b) at curbside
 - a log of missed collections occurring during such period of report, including for each missed collection the subscriber's name and address and the date of the missed collection
 - a log of accidents involving personal injuries or property damage arising out of Franchisee's provision of residential solid waste collection service pursuant to this Franchise occurring during such period of report, including for each accident the date and location and a summary of the accident
 - a log of complaints made by Franchisee's subscribers to Franchisee during such period of report, including for each complaint the name and address of the complaining subscriber and the date and a summary of the complaint including its resolution,
- and any other information maintained by Franchisee requested by the County Manager.

38. Franchisee's Records. Franchisee shall maintain accurate and complete books, accounts, and records arising out of or related to its operations under this Franchise, including without limitation, the subscribers it from time to time serves, each specific service Franchisee offers as a part of its residential solid waste collection services provided hereunder, complaints it may receive and their resolution, the quantities by calendar month of residential solid waste collected from residents of the unincorporated area, and the quantities of such residential solid waste disposed of by date and location at each disposal facility or location. Franchisee's books, accounts, and records arising out of or related to its operations under this Franchise shall at all times be open to inspection, examination, audit, and copying by authorized employees, representatives, and agents of the County. Such books, accounts, and records shall be kept at Franchisee's local office in Lowndes County.

39. Local Office. Franchisee shall maintain a local office and a published local telephone number in Lowndes County which shall be open for business at all times between the hours of at least 8:00 a.m. and 5:00 p.m. of each business day, excepting Saturday, Sunday, and holidays observed by Lowndes County. Such local office shall be staffed by a sufficient number of trained employees to efficiently and timely handle the volume of transactions, inquiries, complaints, and other business at such local office, and who shall be available at such office and telephone number for subscribers, other County citizens, and the County's employees, representatives, and agents, to discuss or refer any complaint, inquiry, billing or payment issue, or initiation, modification, or termination of a subscriber's service, or to otherwise communicate and transact business regarding Franchisee's residential solid waste collection services. In doing so, Franchisee shall maintain a subscriber service system reasonably equipped, staffed, and designed to promptly and courteously resolve disputes with or complaints by its subscribers. Franchisee shall provide to each of its subscribers and to the County a written policy specifying the terms,

conditions, and fees for each and every service provided its subscribers. Such policies shall be subject to and not conflict with the provisions of this Franchise and the Solid Waste Ordinance.

40. Complaints. All subscriber complaints about residential solid waste collection services provided by Franchisee shall be made directly to the Franchisee, which shall give prompt and courteous attention and follow up to each complaint. In the case of alleged missed scheduled collection, Franchisee shall investigate and, if such allegations are confirmed, shall arrange for the collection of the residential solid waste not collected within two (2) business days after the complaint is received.

41. Compliance with Solid Waste Ordinance and Other Applicable Laws. Franchisee shall operate and provide its residential solid waste collection services and any and all of its activities arising from or related to such services strictly in accordance with the conditions, terms, provisions, requirements, and obligations of this Franchise, the Solid Waste Ordinance, other applicable ordinances of the County, and all other applicable federal and state statutes, rules, and regulations.

42. Order of Precedence. In case of conflict between the terms of this Franchise and any of the following, the order of precedence shall be (a) applicable federal statutes, rules, and regulations, (b) applicable state statutes, rules and regulations, (c) the Solid Waste Ordinance, (d) other ordinances of Lowndes County, (e) this Franchise.

43. Georgia Illegal Immigration Legislation. This Franchise is and shall be conditioned upon Franchisee's having provided to the County prior to issuance of this Franchise (a) evidence required by OCGA § 36-60-6 that Franchisee is authorized to use the Federal Work Authorization Program (or evidence that it is not required by OCGA § 36-60-6 to provide such evidence) and (b) evidence pursuant to OCGA § 50-36-1 that Franchisee is lawfully present in the United States. Franchisee shall utilize the Federal Work Authorization Program as required by OCGA § 36-60-6.

44. Independent Status; No Agency. Franchisee shall be, and is, an independent operator, and is not an agent, contractor, or employee of the County and is operating its residential solid waste collection service and business in its own manner and method subject to the overall requirements of this Franchise and the Solid Waste Ordinance and at its sole risk and expense. Franchisee and its officers, employees, agents, and representatives shall have no authority, express or implied, to act on behalf of or bind the County in any capacity whatsoever as agent or otherwise.

45. Non-Transferability of Franchise. This Franchise shall not be transferable or assignable in whole or in part without the prior written consent of the County, which consent shall not be unreasonably withheld. Any direct or indirect change in ownership or control of Franchisee shall be considered an assignment of this Franchise. Any successor to the business or operations of the Franchisee shall be required to obtain its own franchise pursuant to the Solid Waste Ordinance.

46. Taxes, Fees, Assessments. In addition to franchise fees and rebates paid pursuant to this Franchise, Franchisee shall pay to Lowndes County any other taxes, fees, and other assessments imposed by Lowndes County, including occupation taxes, applicable to Franchisee.

47. Permits and Licenses. In addition to this Franchise, Franchisee shall also obtain any governmental permits and licenses applicable to Franchisee's residential solid waste collection service, business and operations which are required of Franchisee by any government or agency.

48. Notice. All notices and other communications under this Franchise shall be in writing and shall be given by hand delivery, prepaid first-class mail, certified or registered with return receipt requested, confirmed facsimile or telecopier, or by prepaid commercial overnight courier maintaining written records of delivery, and shall be deemed to have been duly given, served, and received for all purposes at such time as it is delivered, with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation at the address as follows:

If to County:

Lowndes County
327 North Ashley Street
Valdosta, Georgia 31601
Attention: County Manager
Fax: (229) 245-5259

with a copy (which shall not constitute notice) to:

Elliott, Blackburn, & Gooding, P.C.
3016 North Patterson St.
Valdosta, Georgia 31602
Attention: Walter Elliott
Fax: (229) 242-0696

If to Franchisee:

Deep South Sanitation, LLC
205 Tucker Road
Valdosta, Georgia 31606
Attention: Cary Scarborough
dssanitation@att.net

with a copy (which shall not constitute notice) to:

Langdale Vallotton, LLP
1007 North Patterson St.
Valdosta, Georgia 31601
Attention: Robert Plumb
Fax: (229) 244-0453

or to such other address as each party may designate for itself by like notice.

49. Amendment. This Franchise may be amended only by a writing signed by both parties hereto.

50. Waiver. Any waiver of any breach of this Franchise or violation of the Solid Waste Ordinance shall not be considered a waiver of any other breach, nor of a subsequent breach of this Franchise or violation of the Solid Waste Ordinance.

51. Severability. To the extent any provision of this Franchise is prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Franchise.

52. Governing Law. This Franchise shall be construed and interpreted in accordance with the internal laws of the State of Georgia without giving effect to the conflict of laws principles thereof.

53. Remedies for Breach or Violation. In the event of an alleged breach of any of the terms or conditions of this Franchise or violation of the Solid Waste Ordinance by Franchisee, the County shall provide written notice of such breach or violation to Franchisee, which notice shall specify the alleged breach or violation in reasonable detail. If within twenty (20) days from the date of such notice, Franchisee has either failed to correct the breach or violation or reach an agreement with the County on a mutually satisfactory solution, then the County may, within thirty (30) days of such notice of such breach or violation, give additional notice to Franchisee requiring Franchisee to appear before the Board of Commissioners at such time specified by the Board of Commissioners, to show cause why this Franchise should not be terminated. After such meeting, the Board of Commissioners may elect:

(a) to terminate this Franchise effective thirty (30) days from the date of written notice of such termination,

(b) to extend the time to allow Franchisee to cure the breach or violation,

(c) to impose sanctions not in excess of \$100 per day or fraction thereof during the period each such breach or violation continues uncured for the first ten (10) days of such breach or violation; not in excess of \$250 per day or fraction thereof during the 11th through 20th day each such breach or violation continues without cure; and not in excess of \$500 per day or fraction thereof during the period each such breach or violation continues uncured after twenty (20) days, or

(d) to impose other remedies lawfully available to the County without terminating this Franchise.

54. Attorneys' Fees. In the event of an action at law or in equity by the County to enforce any provision of this Franchise or the Solid Waste Ordinance against Franchisee, Franchisee shall pay to the County all reasonable attorneys' fees, expenses, and costs incurred by the County in enforcing this Franchise or the Solid Waste Ordinance against Franchisee.

55. Jurisdiction; Venue. In the event either party commences a lawsuit or other proceeding relating to or arising from this Franchise or the Solid Waste Ordinance, the parties agree and

consent to the jurisdiction of the state or federal courts having jurisdiction over Lowndes County, Georgia for and over any such lawsuit or other proceeding that may arise under or in connection with this Franchise. The location of any of such courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue.

56. Third-Party Beneficiaries. This Franchise shall not benefit nor confer any rights or remedies on any person or entity other than the County and Franchisee and their respective permitted successors and assigns.

57. Nondiscrimination. Franchisee shall not discriminate against any person because of race, sex, creed, color, religion, or national origin in the offering or performing of Franchisee's residential solid waste collection disposal services.

58. Request for Renewal; No Vested Right to Renewal. Franchisee may request renewal of this Franchise; provided, however, and notwithstanding anything in this Franchise to the contrary, Franchisee has no vested or contract right in any such renewal.

59. Section Headings. The section headings herein are intended for reference and shall not by themselves determine the construction or interpretation of this Franchise.

60. Number and Gender. Where the context requires, the use of the singular form herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include any and all genders.

61. Authority of Franchisee. Franchisee warrants that Franchisee has the full right, power, legal capacity, and authority to accept and to enter into this Franchise and to perform each of the conditions, terms, requirements, provisions, and obligations of Franchisee set forth herein and that the execution of this Franchise by and on behalf of Franchisee has been duly authorized by Franchisee.

62. Execution in Counterparts. This Franchise may be executed in two or more counterparts which when so executed shall constitute one and the same document.

63. Entire Agreement. This Franchise sets forth the entire agreement of the parties and all conditions, terms, requirements, provisions, and obligations of the Franchise issued and granted by the County to Franchisee for the provision of residential solid waste collection services within and serving the unincorporated area and residents of the unincorporated area.

64. Time is of the Essence. Time is of the essence in the performance of this Franchise.

IN WITNESS WHEREOF, each of the parties hereto has caused this Franchise to be executed as a sealed instrument through their duly authorized officers or representatives effective as of the date set forth above.

(signatures continued on following page)

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter
Chairman

DEEP SOUTH SANITATION, LLC

By: _____
Cary Scarborough

Exhibit A

Gil Harbin Industrial Boulevard Collection Center

The real property located at 345 Gil Harbin Industrial Boulevard, Lowndes County, Georgia, within the fence illustrated in red on the attached aerial photograph identified as Gil Harbin Industrial Boulevard Collection Center.

GIL HARBIN INDUSTRIAL BLVD

Gil Harbin Industrial Boulevard
Collection Center

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Professional Services for Sampling, Monitoring and Reporting of Impaired Streams

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$45,120.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Accept proposal for Professional Environmental Services for Impaired Steams Sampling, Monitoring and Reporting

HISTORY, FACTS AND ISSUES: The Lowndes County Engineering Department has requested a proposal from Lovell Engineering Associates (LEA) for professional environmental services for Sampling, Monitoring and Reporting of Impaired Streams, as listed on Georgia EPD's 2018 Integrated 305(b)/303(d) List for the months of April and June 2020. This proposal will cover only April 1, 2020 through June 30, 2020. Subsequent contracts will be budgeted for annually.

OPTIONS: 1 - Accept Proposal from LEA
2 - Board's Pleasure

RECOMMENDED ACTION: Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



VIA EMAIL

Environmental Services Proposal: Impaired Waters Stream Sampling/Monitoring/Reporting

March 19, 2020

Mr. Mike Fletcher, PE
Lowndes County Engineer

LEA is pleased to present this environmental services proposal for sampling, monitoring, and reporting of impaired streams in Lowndes County as listed on GA EPD's 2018 Integrated 305(b)/303(d) List for the months of April and June 2020. Our services will include the following:

Sampling

LEA will collect quarterly stream samples at the following locations for analysis of the indicated parameters:

<u>REACH NAME</u>	<u>ID #</u>	<u>SAMPLE SITE LOCATION(S)</u>		<u>PARAMETERS¹</u>			
		<u>UPSTREAM</u>	<u>DOWNSTREAM</u>	<u>DO</u>	<u>FC</u>	<u>LLM</u>	<u>Pb</u>
Alapaha River	R031102021203	Old River Rd	River Bend Rd (Echols Co.)			1	
Cat Creek	R031101030304	Beatty Mill Creek Rd	Cat Creek Rd	1			
Cat Creek	R031101030305	GA Hwy 122E	Beatty Mill Creek Rd	1			
Franks Creek	R031102040503	Smith Lane	Shiloh Rd		1		
Tributary to Franks Creek	R031102040504	Hahira WWTP Discharge	Union Rd		1		
Jumping Gully Creek	R031102030903	PCA Easement	Jumping Gully Rd		1		
Mud Creek	R031102021102	Johnson Rd SE	Hickory Grove Rd @ Glenn Rd		1		
Tributary #2 to Withlacoochee River	R031102030804	Ousley Rd	Clyattville-Nankin Rd		1		
Withlacoochee River	R031102030401	Staten Rd	N Valdosta Rd		1	1	
Withlacoochee River	R031102030403	Hwy 122 E	Staten Rd		1	1	
Withlacoochee River	R031102030806	Wetherington Lane	Hwy 84W		1	1	1
Withlacoochee River	R031102030902	Knights Ferry Rd	Madison Hwy			1	

1: DO- Dissolved Oxygen, FC-Fecal Coliform, LLM- Low Level Mercury, Pb- Lead

In accordance with GA EPD requirements, fecal coliform samples will be collected weekly during the monitoring months and reported as a geometric mean. The other parameters will be collected during the second week of the monitoring month. A total of 76 samples will be collected and analyzed. Fecal coliform has a holding time of 6 hours. In order to ensure compliance with this requirement, samples will be collected over a 3-day period. At the end of each day, the samples will be transported to Flowers Chemical Laboratory in Madison, FL.



VIA EMAIL

Monitoring

Dissolved oxygen (DO) will be monitored weekly during the month of June as requested by GA EPD. A total of 12 DO measurements will be performed.

All sampling, analyses, and monitoring will be performed in accordance with GA EPD requirements.

Fees

LEA proposes to provide the above described services for a lump sum fee of \$45,120.

We appreciate this opportunity. Please call me at 229.253.0900 should you have questions or require additional information.

Sincerely,

Jeffry S. Lovell. PE
President

Contract Amount: **See Above**

Agreed to and executed this _____ day of _____, 2020.

*Owner Authorized Signature: _____

Printed Name: _____

*Owners signature above acknowledges attached terms and conditions.

ENGINEERING SERVICES TERMS AND CONDITIONS

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner/Owner's Representative shall pay Engineer for such Services as set forth in the Engineering Services Agreement attached hereto. Issuance of a Work Order, Purchase Order, or the like thereof for the services described in the Services Proposal constitutes Owner/Owner's Representative acknowledgement of these Terms and Conditions.

2.01 Payment Procedures

- A. Preparation of Invoices. Engineer will prepare monthly invoices in accordance with Engineer's standard invoicing practices to Owner/Owner's Representative.
- B. Payment of Invoices. Invoices are due and payable within 30 days of invoice date unless otherwise agreed upon in writing by Engineer and Owner/Owner's Representative. If Owner/Owner's Representative fails to make any payment due Engineer for services and expenses within 30 days of Engineer's invoice date, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner/Owner's Representative, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Attorneys' Fees. In the event that any amounts owing under this Agreement by Owner/Owner's Representative are collected by or with any assistance from or consultation with an attorney at law, Owner/Owner's Representative shall pay to Engineer/Surveyor/Environmental Professional as Engineer's/Surveyor's/Environmental Professional's attorneys' fees fifteen percent (15%) of such amounts, plus court costs and other legal expenses, if applicable.

3.01 Additional Services

- A. If authorized by Owner/Owner's Representative, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner/Owner's Representative shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. Termination by Engineer.
 - 1. Upon seven (7) days written notice to Owner (the "Notice Period"), the Engineer may terminate this Agreement for any of the following reasons: (a) Owner has failed, without justification, to make payments as required under this Agreement; (b) Owner has caused material delays to the Engineer in the performance of the services hereunder; or (c) Owner has otherwise committed a material breach its obligations under this Agreement; or (d) Owner has requested Engineer to perform services contrary to Engineer's responsibilities as a licensed professional engineer; or (e) The services for the Project have been suspended for a period of 30 consecutive days for reasons beyond the control of Engineer.
 - 2. The existence of any of the conditions listed in paragraph 1 (a) through (e) above, shall constitute a default by Owner of its obligations under this Agreement.
 - 3. If during the Notice Period, Owner eliminates the default, the previous existence of such default shall not be grounds for termination hereunder, and this Agreement shall continue in full force and effect.
 - 4. Upon termination by Engineer in accordance with paragraph 1 above for any of the reasons enumerated in subparagraphs (a) through (e) above, Engineer shall be entitled to recover from Owner payment for services performed as of the date of such termination and payment for expenses directly attributable to such termination for which the Engineer has not otherwise been compensated, plus an amount for the Engineer's anticipated profit on the value of the services not yet performed by the Engineer.

ENGINEERING SERVICES TERMS AND CONDITIONS

B. Termination by Owner for Cause.

1. Upon seven (7) days written notice to Engineer (the "Notice Period"), the Owner may terminate this Agreement for any of the following reasons: (a) Engineer fails to properly perform its obligations hereunder or otherwise materially breaches the terms of this Agreement.
2. The existence of any of the conditions listed in paragraph 1 above shall constitute a default by Engineer of its obligations under this Agreement.
3. If during the Notice Period, the Engineer eliminates the default, the previous existence of such default shall not be grounds for termination hereunder, and this Agreement shall continue in full force and effect.
4. Upon termination of this Agreement for any of the reasons enumerated above, the Engineer shall be entitled to no payment only to the extent that the balance payable for the performance of the basic services exceeds the sum of all costs incurred by Owner as a result of Engineer's default, including all reasonable costs, expenses, and damages incurred in completing the services up to the limits stipulated in 7.01 G.

C. Termination by Owner for Convenience.

1. Owner may, at any time and upon ten days' written notice, terminate this Agreement for Owner's convenience and without cause.
2. In the event of termination for convenience by Owner, Engineer shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner/Owner's Representative and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner/Owner's Representative and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner/Owner's Representative and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner/Owner's Representative nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. 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 this Agreement.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner/Owner's Representative and such contractor.

ENGINEERING SERVICES TERMS AND CONDITIONS

- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner/Owner's Representative without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner/Owner's Representative and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner/Owner's Representative under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner/Owner's Representative: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner/Owner's Representative shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner/Owner's Representative to Engineer pursuant to this Agreement. Engineer may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- J. Should Owner/Owner's Representative determine that factors such as wetlands, floodplains or other extenuating circumstances render the project unfeasible, Owner/Owner's Representative shall provide notification to Engineer. Engineer will cease work on project and bill Owner/Owner's Representative for time incurred on the project based on Engineer's standard rate schedule.

8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner/Owner's Representative and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**STANDARD RATE SCHEDULE
(Effective 01/01/2020)**

SURVEYING

Surveyor 5 w/Robot	\$175/hr
Surveyor 4 w/Robot	\$165/hr
Surveyor 3 w/Robot	\$155/hr
Surveyor 5	\$115/hr
Surveyor 4	\$105/hr
Surveyor 3	\$95/hr
Surveyor 2	\$85/hr
Surveyor 1	\$75/hr

ENGINEERING

Principal Engineer	\$220/hr
Senior Professional Engineer (Civil)	\$150/hr
Operations Manager	\$140/hr
Professional Engineer (Electrical)	\$130/hr
Senior Engineer	\$130/hr
Professional Engineer	\$120/hr
Senior Civil Designer	\$115/hr
Environmental Manager/Soil-Wetland Scientist	\$110/hr
Engineer-In-Training	\$110/hr
Senior Environmental/Civil Technician	\$100/hr
Environmental/Civil Technician	\$90/hr
Civil Designer	\$90/hr
Draftsman	\$70/hr
Administrative	\$65/hr
Mileage	mileage at IRS Rate
Reimbursable expenses	Actual Cost plus 10%

Extra copies not included in fee proposal:

24"X36" blue prints (black & white)	\$1.50 each
24"X36" blue prints (color)	\$10-\$20 each
11"X17" drawings (black & white)	\$0.25 each
11"X17" drawings (color)	\$1.20
Reports, letters	\$0.07/page

GA NPDES CONSTRUCTION MONITORING RATES

Stormwater Sampling and Analysis	\$300.00/sample
Preparation of Monthly Monitoring Reports	\$100.00/each
Monthly Automatic Sampler Fee (Includes rental, maintenance)	\$125.00 ea/month

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Quit Claim Deeds for Abandoned Right of Way off Ivandale
Circle

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: N/A

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Quit Claim Deeds for Abandoned Right of Way off Ivandale Circle

HISTORY, FACTS AND ISSUES: On September 10, 2019, Lowndes County abandoned the unopened right of way off Ivandale Circle. A survey, legal description and Quit Claim Deeds have been prepared for the County's portion of the abandoned right of way. This is a request to authorize the Chairman to sign two Quit Claim Deeds to release the old right of way.

OPTIONS: 1. Authorize Chairman to sign Quit Claim Deeds
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**QUIT-CLAIM DEED
GEORGIA, LOWNDES COUNTY**

THIS INDENTURE made this _____ day of _____, 20, between THE LOWNDES COUNTY Board of Commissioners, a political subdivision of the State of Georgia, of the first part and BENJIE SANDERS & SHEILA SANDERS of the County of Lowndes, of the State Georgia, of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by these presents does remise, release and forever quit-claim unto the said part y/ies of the second part, its successors heirs and assigns, the following property, to-wit:

All that tract or parcel of land lying, situate and being in Land Lot 77 of the 16th Land District of Lowndes County, Georgia, and being more particularly described according to a plat of the right of way adjacent and east of the property of undersigned, labeled as "Area 1" prepared by G&L, LLC dated the 24th day of March, 2020, and made a part of this description. Said plat is hereto attached or is on file at the office of the Lowndes County Board of Commissioners.

Area 1:

A strip of land, lying and being in Land Lot 77 of the 16th Land District, Lowndes County, GA, and being more particularly described as follows; For a POINT OF BEGINNING, begin at a point marking the intersection of the southern end of the curved mitered northern right-of-way (r/w) line of Carriage Drive (said road having a 60' width r/w) and the western r/w line of the extension of Ivandale Circle (said road having a 60' r/w) lying north of Carriage Drive, and running thence along said r/w line along the arc of a curve to the left for a distance of 32.17', said curve having a radius of 20.02', and being subtended by a chord distance of 28.82', with a chord bearing of North 46°44'32" East to a point; thence along the western r/w line of the Ivandale Circle North 00°20'10" East for a distance of 130.13' to a point located at the northern end of the rw line of said road, thence along the northern end of the termination of the r/w line of Ivandale Circle South 89°39'50" East for a distance of 30.00' to a point located at the centerline of said road; thence along the centerline of Ivandale Circle South 00°20'10" West for a distance of 150.00' to a point located at the intersection of the center line of Ivandale Circle and the projected northern r/w line of Carriage Drive; thence along the projected northern r/w line of Carriage Drive North 89°39'50" West for a distance of 50.87' to the POINT OF BEGINNING.

Said tract or parcel of land containing 0.105 acres more or less and being bounded as depicted on the attached plat of Quit Claim Area.

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

TO HAVE AND TO HOLD the said bargained premises, together with all and singular rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behalf of The Lowndes County Board of Commissioners, the said party of the second part, in fee-simple; and the said party of the first part, its successors and assigns, the said bargained premises unto the said party of the second part, against the said party of the first part, its successors and assigns, and all persons whatsoever, shall and will warrant and forever defend virtue of these presents

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed for it and on its behalf by its Chairman of Board of Commissioners and to be attested by its clerk and its corporate seal to be hereunto affixed, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

LOWNDES COUNTY

(SEAL)

**QUIT-CLAIM DEED
GEORGIA, LOWNDES COUNTY**

THIS INDENTURE made this _____ day of _____, 20, between THE LOWNDES COUNTY Board of Commissioners, a political subdivision of the State of Georgia, of the first part and WILLIAM L SRYGLEY, JR & LILLI SRYGLEY of the County of Lowndes, of the State Georgia, of the second part,

W I T N E S S E T H :

That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by these presents does remise, release and forever quit-claim unto the said part y/ies of the second part, its successors heirs and assigns, the following property, to-wit:

All that tract or parcel of land lying, situate and being in Land Lot 77 of the 16th Land District of Lowndes County, Georgia, and being more particularly described according to a plat of the right of way adjacent and east of the property of undersigned, labeled as "Area 2" prepared by G&L, LLC dated the 24th day of March, 2020, and made a part of this description. Said plat is hereto attached or is on file at the office of the Lowndes County Board of Commissioners.

Area 2:

For a POINT OF BEGINNING, begin at a point marking the intersection of the southern end of the curved mitered northern right-of-way (r/w) line of Carriage Drive (said road having a 60' width r/w) and the eastern r/w line of the extension of Ivandale Circle (said road having a 60' r/w) lying north of Carriage Drive, and running thence along the projected northern r/w line of Carriage Drive North 89°39'50" West for a distance of 49.13' to a point located at the center line of Ivandale Circle; thence along the center line of Ivandale Circle North 00°20'10" East for a distance of 150.00' to a point located at the northern end of the termination of said road; thence along the northerly end of the termination of said road South 89°39'50" East for a distance of 30.00' to a point located on the eastern r/w line of Ivandale Circle; thence along said r/w line South 00°20'10" West for a distance of 129.87' to a point located at the northern end of the curved mitered northern right-of-way (r/w) line of Carriage Drive and the eastern r/w line of Ivandale Circle; thence along said r/w line along the arc of a curve to the left for a distance of 30.68', said curve having a radius of 20.03', and being subtended by a chord distance of 27.77', with a chord bearing of South 43°12'18" East to the POINT OF BEGINNING.

Said tract or parcel of land containing 0.105 acres more or less and being bounded as depicted on the attached plat of Quit Claim Area.

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

TO HAVE AND TO HOLD the said bargained premises, together with all and singular rights, members, and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit, and behalf of The Lowndes County Board of Commissioners, the said party of the second part, in fee-simple; and the said party of the first part, its successors and assigns, the said bargained premises unto the said party of the second part, against the said party of the first part, its successors and assigns, and all persons whatsoever, shall and will warrant and forever defend virtue of these presents

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed for it and on its behalf by its Chairman of Board of Commissioners and to be attested by its clerk and its corporate seal to be hereunto affixed, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

LOWNDES COUNTY

(SEAL)



ENGINEERING DEPARTMENT
327 NORTH ASHLEY STREET
VALDOSTA, GEORGIA 31601

G&L
SURVEYING & MAPPING
16TH LAND DISTRICT LOWDES
COUNTY, GEORGIA

P.O. Box 2860 • 3998 Inner Perimeter Road • Valdosta, GA 31604
Telephone: 229-247-1552 • Fax: 229-247-1553 • E-mail: g@gl-sm.com

QUIT-CLAIM MAP XXXX
DRAWN BY: AJG
CHECKED BY: AJG
DATE OF SURVEY: 03-20-20
DATE OF PLAT: 03-24-20
JOB No. JOB#0010-123

CARRIAGE DRIVE QUIT-CLAIM AREA

TAX MAP 0196 PARCEL 017
LUCY REGISTER, HELEN KING, ET AL
DEED BOOK 5602 PG 2576 PLAT BOOK 20 PG 249

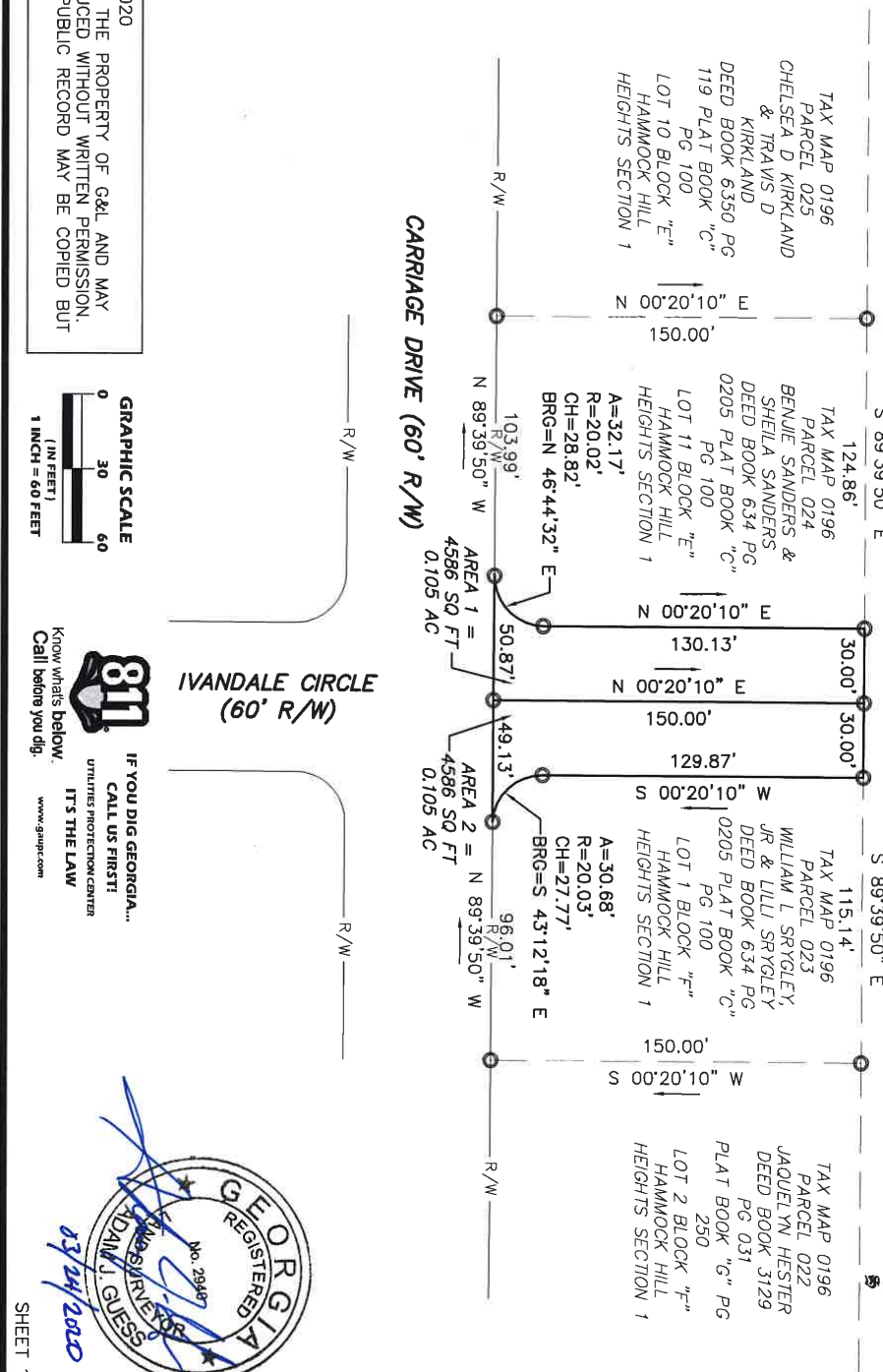
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SHEET 1 OF 1

0:\000-0123 (LOWNDES COUNTY, NAME ESTATES ROAD AND PARCELS)\NAME ESTATES ESSENTIAL AND PARCELS.dwg 3/24/2020 1:33 PM



REGISTERED SURVEYOR
ADAM J. GUESS
No. 26648
03/24/2020

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Wetland Credits for Clyattstone Road - Simpson Lane Paving Project

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$20,000.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Purchase Wetland Credits for Clyattstone Road-Simpson Lane Paving Project

HISTORY, FACTS AND ISSUES: As a part of the Clyattstone Road-Simpson Lane Paving Project, the construction will impact wetlands. As a result, Lowndes County will be required to purchase wetland credits from an approved Army Corp of Engineers wetland bank. Lowndes County will need a total of 4.00 wetland credits to finalize the wetland impact permit for this project. Wetland credits are available through Williams Investments, LLC at \$5,000 per credit.

OPTIONS: 1. Purchase 4.00 Wetland Credits from Williams Investments, LLC
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



INVOICE

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

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

Invoice Date: Mar 26, 2020
Invoice Number: SD-6889
Amount Due: \$20,000.00

Description	Quantity	Cost per Credit	Total
Wetland	4.00	\$5,000.00	\$20,000.00
		Grand Total	\$20,000.00

TERMS

Payment is due 30 days from invoice date. As soon as we receive payment, we will provide the credit closing documents and will send the credit sale statement to the Army Corps of Engineers. Please make and send a check to:

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

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

Thank you,

Matt Peavy
Matt@BluewayLand.com
(404) 376-4698

Katherine Ostenson
Katherine@BluewayLand.com
(404) 433-0539

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Approval of Clyattstone Road-Simpson Lane ROW Purchases

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$48,079.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Approval of Clyattstone Rd.-Simpson Ln. ROW Purchases

HISTORY, FACTS AND ISSUES: The County has negotiated the purchase of Right of Way for property numbers 2, 3, 4, 5, 6, 8, 9 and 37 for the Clyattstone Road - Simpson Lane TSPLOST project. The ROW Deeds set forth the respective grantors, identities of the properties, and purchase prices and terms of the acquisition for each property. The Commission is required to approve each of these acquisitions in a public vote.

- OPTIONS: 1. Approve the acquisition from the respective grantors of the identified properties for the purchase prices and terms of the acquisition for each property, as set forth in the ROW Deeds.
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of Unopened ROW - Gay Road

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: N/A

FUNDING SOURCE:

() Annual

() Capital

(X) N/A

() SPLOST

() TSPLOST

COUNTY ACTION REQUESTED ON: Abandonment of Unopened ROW - Gay Road

HISTORY, FACTS AND ISSUES: The County has received a request to abandon the unopened right of way of Gay Road. The right of way was never opened and the owners have requested that the County quitclaim it back to them. Georgia statute requires an initial determination that the "section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest." If the Board makes this determination with respect to the unopened right of way, the statute provides for notice to the adjoining property owners, notice to the public by newspaper publication, and a public hearing. After the public hearing, the Board "may declare that section of the county road system abandoned."

OPTIONS: 1. Make the required determination
2. Board's Pleasure

RECOMMENDED ACTION: Board's pleasure

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

INNOVATE!

Engineering Solutions, LLC

March 10, 2020


Mike Fletcher
Lowndes County Engineer
327 N Ashley Street
Valdosta, Ga 31601

Please find the letter as a request to close un-opened Gay Road. There are no ditcher or pipes within the Right of Way and seem to be no utilities of any type. Original plat showing the road attached.

Thanks,



Cody Califf, RLS



Adjacent Property Owner on Both Sides (Beverly Fletcher)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Coleman Road Force Main Replacement

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$6,545,729.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Coleman Road Force Main Replacement

HISTORY, FACTS AND ISSUES: The Coleman Road force main has had several breaks and fractures over the past few years. Due to the age of the pipe and the increased flow staff recommends this section of force main and the Coleman Road lift station be replaced and updated. The project was advertised and bids were received from Ruby Collins, Inc. for \$8,496,706.00 and Legacy Water Group, LLC. for \$7,325,435.00. After value engineering Legacy Water group has agreed to a price of \$4,693,069.70 to complete the project. The County will purchase the HDPE pipe, submersible pump package, and the bypass pumps for \$1,852,660.00 for a total project price of \$6,545,729.00. Staff recommends the project be approved and authorize the Chairman to sign the contract.

OPTIONS: Approve the Coleman Road Force Main Replacement and Authorize the Chairman to Sign the Contract.
Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**LOWNDES COUNTY BOARD OF COMMISSIONERS
CONTRACT AGREEMENT**

This agreement made and entered into this _____ day of _____, 2020 and between the Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and Legacy Water Group, LLC, party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

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

Coleman Road Forcemain Replacement

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

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

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

Four Million, Six Hundred Ninety-Three Thousand, Sixty-Nine and 00/100 Dollars (\$4,693,069).
4. The County and Contractor agree that the financing of this project shall be as follows: Payments will be made on a monthly basis.

5. The Contractor shall commence the work to be performed under this Agreement on a date specified in a written Notice to Proceed and shall substantially complete all work hereunder, except as otherwise provided in these documents for extension of the time limit, within 365 calendar days. Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the County that the project is substantially complete, a final site visit will be made and a punch list of deficient items will be generated. The Contractor will receive a written copy of the punch list, and must achieve final completion by correcting all punch list items within 30 days of receipt. Time is of the essence on this contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00 each calendar day that they shall be in default of completing the work, both substantial completion and final completion, within the time named herein. Because of the difficulty of fixing damages suffered by Lowndes County on account of such default, damages are herein agreed upon as stated.
6. The work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the County. The decision of the Utilities Director upon any question connected with the execution or fulfillment of this agreement and interpretation of the specifications or upon any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.
7. It is mutually agreed upon that the Contractor shall warranty all work done as a part of this contract agreement for a period of one year from the date of final acceptance by the County.
8. Lowndes County reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days written notice to the Contractor.
9. Employees, aides, staff helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. Lowndes County reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications should be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any person who receives any form of consideration for services or who performs any services towards the execution of the Agreement.
10. Nothing contained in the Agreement shall create a contractual relationship with or cause of action of a third party against Lowndes County.

11. Contractor agrees to indemnify, save and hold harmless, and defend the County, its officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which arise out of the Contractor's operation and provision of services, including but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Lowndes County.
12. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and insure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
13. Any notice or communications required or permitted hereunder shall be sufficiently given if sent Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

Legacy Water Group, LLC
10130 Bob Williams Parkway
Covington, GA. 30014

As to the Lowndes County:

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

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

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

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

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The ____ day of _____, 2020

The ____ day of _____, 2020

By: _____
Chairman of
Board of Commissioners

By: _____
Contractor

Recommended: _____
County Manager

Date: _____

Witness for Lowndes County:

Witness for Contractor:

County Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT CONDITIONS

1. All contract items and work shall be in accordance with the latest edition of the Lowndes County Utility Specifications, and/or special provisions and supplemental specifications attached and made a part of the contract.

2. Insurance - The contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. The contractor shall require each of his subcontractors to procure and maintain, until completion of the subcontractor's work, insurance of the types and to the limits specified in paragraphs (a) through (f) inclusive below. It shall be the responsibility of the contractor to ensure that all their subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:
 - (a) Worker's Compensation - Coverage to apply for all employees for STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$500,000/each accident; \$500,000/disease - policy limit; \$500,000/disease - each employee.
 - (b) Commercial General Liability - Coverage must be afforded, under an occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with **Additional Insured Endorsement** in favor of the County in limits not less than \$3,000,000/general aggregate; \$3,000,000/products-completed operations (aggregate); \$3,000,000/personal injury-advertising liability; \$3,000,000/each occurrence; \$100,000/fire damage legal; \$10,000 medical payments. This coverage may be layered with excess umbrella liability coverage.
 - (c) Business Auto Policy - Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an **Additional Insured Endorsement** in favor of the County, for a combined single limit (bodily injury and property damage) of not less than \$3,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$1,000,000 uninsured/underinsured motorist; \$1,000,000/hired/non-owned auto liability. This coverage may be layered with excess umbrella liability coverage.
 - (d) Certificate of Insurance - Certificates of all insurance required from the contractor shall be filed with the County and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the County before operations are commenced. Lowndes County Board of Commissioners shall be identified as an **Additional Insured** for each type of

coverage required by paragraphs (a) to (c) above. The required certificates of insurance shall not only name types of policies provided, but shall also refer specifically to this contract/bid.

- (e) The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. In addition, the County will be shown as **Additional Insured**, with a Hold Harmless Agreement in favor of the County. The certificate should also indicate if the cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date (in instances of contract renewals or extensions), which should be the same date of the original/first contract or prior.
 - (f) If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of their expiration.
3. All construction supervision and measurements of quantities will be made by the Lowndes County Utility Department or their representative. Final acceptance of the project will be made by the Lowndes County Utilities Director and presented to the County Manager and Lowndes County Board of Commissioners for final payment.
 4. The Contractor is required to furnish the Lowndes County Utility Department with test reports and technical data showing that the materials and installation (compaction tests, etc) meet the appropriate requirements of the Lowndes County Utility Specifications.
 5. All base pits and borrow pits required for completion of the work shall be provided by the Contractor.
 6. Retainage shall be as follows: An amount of ten (10) percent of the gross total invoiced amount will be retained for the first half of the project. An amount of five (5) percent of the gross total invoiced amount will be retained for the second half of the project unless the project is not proceeding on an acceptable schedule according to the County Utilities Director. If this situation occurs, the retainage will remain at ten (10) percent until the required corrections are made.

7. Retainage amounts shall be held until:
 - (a) all items on the punch list are resolved;
 - (b) a lien release is provided by the Contractor to the County for all Subcontractors and material suppliers;
 - (c) a final pay request is submitted to the County; AND
 - (d) the project is accepted by the Lowndes County Board of Commissioners.
8. The Contractor represents that it has a current Occupational Tax Receipt from a local government in Georgia.
9. The Contractor shall obtain all necessary local, state, federal permits as required by law for the construction of the project.
10. The Contractor shall notify the County Utility Department at least 24 hours prior to beginning any phase of construction.
11. Traffic Control shall be provided in accordance with the Georgia Department of Transportation Special Provision, Section 150. Unless otherwise indicated in the Proposal, this item will not be paid for as a separate pay item but shall be incorporated as a part of the contract.
12. All construction plans and drawings can be obtained from the office of the Lowndes County Utilities Director.
13. This Agreement will terminate immediately and absolutely as such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Lowndes County under this Agreement.
14. Should completion of any portion of the services be delayed for causes beyond the control or without the fault or negligence of the County including force majeure, the time for performance shall be extended for a period equal to the delay and the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes, but is not restricted to, acts of God or the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of the preceding acts of contractors or agents, fires, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

END OF SECTION

NOTICE OF AWARD

To: Legacy Water Group, LLC
10130 Bob Williams Parkway
Covington, GA. 30014

PROJECT DESCRIPTION: Coleman Road Forcemain Replacement

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

You are hereby notified that your BID and subsequent value engineering proposal has been accepted for items in the amount of: **\$4,693,069**

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

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

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

Dated this _____ day of _____, 2020

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

CONTRACTOR: _____

DATE: _____

VE Item	Description	Amount Removed from Bid	Accepted by County?
1	Remove submersible pump package from Contractor's scope of work. County to purchase pumps directly from Flygt.	(\$582,176.57)	Y
2	Remove bypass pump package from Contractor's scope of work. County to purchase pumps directly from Godwin.	(\$114,481.08)	Y
3	County purchases HDPE pipe directly	(\$1,448,887.50)	Y
		\$76.25 Revised Unit Cost HDPE pipe installation	
		\$149.25 Revised Unit Cost HDPE pipe directional drill	
		\$564.25 Revised Unit Cost Jack and Bore	
4	Change +/- 20/251 LF of DR9 HDPE to DR11. Portion under river and along Hwy 133 will remain DR9.	(\$139,326.88)	N
5	Switch +/- 5,282 LF of directional drilling to direct bury. This will require the addition of a line item for repaving asphalt driveways.	(\$385,586.00)	Y
		Based on new unit prices established in VE Item 3	
6	Remove Jack and Bores along James Road and install casing by direct bury. This will require the addition of a line item for direct bury casing and additional SY of asphalt replacement.	(\$219,800.00)	Y
		Based on new unit prices established in VE Item 3 and County buying HDPE	
7	Change fittings and valves in Pump Station from class 250 to class 150.	(\$22,170.00)	N
8	Change 24" plug valves to 18" plug valves with DIP reducers on each side. Inside diameter of 24" FM is +/- 18".	(\$22,640.00)	N
		Mueller Standard Port (80% opening)	
9	Change wetwell to precast type structure with large anti floatation ring.	(\$20,000.00)	N
10	Change Air Release Valves to standard coated manhole with ball valve, i.e. remove knife gate valve and SB package unit.	(\$33,600.00)	Y
		ARI	

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Accountability Court Grant Approval and Cash Match

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$26,246.11

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of FY 21 Grant Award for L.C.A.C

HISTORY, FACTS AND ISSUES: LCAC began in January 2016, and as of today's date has approximately 50 participants. We have had 34 successful graduates since starting in January of 2016.

On behalf of the LCAC team, and Judge James G. Tunison, Jr., I would like to thank the Board for all the support you have given us.

LCAC is funded through a reimbursable State Grant. To receive funding through said grant, LCAC must secure a cash match from Lowndes County. This year's cash match is \$26,246.11 (FY 21 budget detail attached). All other monies expended by the Board of Commissioners on the Court's behalf are fully reimbursable and said payments are received by the County each quarter.

OPTIONS: 1. Approval of continued funding and cash match - as requested above.
2. Board's pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

FY 21

LCAC Budget

Category	Amount
COORDINATOR SALARY	\$59,075.66
IN STATE TRAINING TRAVEL	
COORDINATOR TRAVEL	\$0.00
CASE MGR TRAVEL	
CONFERENCE - 8 PEOPLE	\$4,517.25
TOTAL TRAINING	\$4,517.25
DRUG TESTING KITS/REAGENTS	\$38,894.45
call 2 test	\$5,484.00
total drug testing	\$44,378.45
COURT Case Manager - Contractor	\$30,000.00
PT CASE MGR - Contractor	\$0.00
SURVEILLANCE OFFICER- Contractor	\$6,000.00
total contractors	\$36,000.00
COURT REPORTER PER DIEM	\$4,800.00
TX FT CASE MANAGER	\$40,642.51
TX FT COUNSELOR	\$60,963.77
TOTAL TREATMENT	\$101,606.28
TOTAL BUDGET	\$250,377.64
County Match	\$26,246.11

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: LMIG Resurfacing Contract

Regular Session

DATE OF MEETING: April 28, 2020

BUDGET IMPACT: \$228,400.95

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: LMIG Resurfacing Contract

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids to resurface a portion of eighteen (18) county roads. The LMIG Grant provided by the Georgia DOT will pay \$1,261,540.65, while Lowndes County will be responsible for the remaining amount. The contractor will be responsible for rebuilding and grassing shoulders. Vendors present for the pre-bid meeting held on February 11, 2020 were H & H Paving, LLC, Reames and Son Construction, and The Scruggs Company. The County received three bids, which were received on March 4, 2020.

H & H Paving, LLC Quitman, Georgia \$1,723,277.25

Reames and Son Construction Valdosta, Georgia \$1,489,941.60

The Scruggs Company Valdosta, Georgia \$1,498,911.95

- OPTIONS: 1. Award the bid to Reames and Son Construction
2. Board's Pleasure

RECOMMENDED ACTION: Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Mike Fletcher

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Roads to be resurfaced under 2020 LMIG Grant

- **Amberly Trail**
- **Bridle Ridge Drive**
- **Calumet Drive**
- **Claybourne Lane**
- **Ridgemere Drive**
- **Saddlebred Lane**
- **Trotters Ridge Circle**
- **Joseph Road**
- **Lloyd Jackson Road**
- **Sandbridge Road**
- **Copeland Road**
- **Studstill Road**
- **Knights Ferry Road**
- **Pikes Pond Road**
- **Carriage Drive**
- **Covan Circle**
- **Ivendale Circle**
- **Woodsdale Drive**