

Please replace this page with your authorizing resolution as required by the code section O.C.G.A § 32-4-61. A county shall have the authority to contract as set forth in this part and in paragraph (1) of Code Section 32-4-42. Any contract for work on all or part of the county road system shall be in writing and shall be approved by resolution which shall be entered on the minutes of such county

SAMPLE RESOLUTION

STATE OF GEORGIA

LOWNDES COUNTY

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

Passed and adopted this the _____ day of _____, 20__.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

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

WITNESS my hand and official signature, this the _____ day of _____,
20_____.

BY: _____
CLERK OF

STATE OF GEORGIA

LOWNDES COUNTY

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

Passed and adopted this the 8th day of March, 2022.

ATTEST:

COUNTY CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

LOWNDES COUNTY

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

WITNESS my hand and official signature, this the 8th day of March, 2022.

BY: _____
COUNTY CLERK

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: FY2022 Delinquency Prevention Grant

DATE OF MEETING: March 22, 2022

Work Session/Regular
Session

BUDGET IMPACT: \$41,500.00 in CJCC funding received on a reimbursement basis.

FUNDING SOURCE:

- CJCC Funding: \$41,500.00
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Approval of Delinquency Prevention Grant Application

HISTORY, FACTS AND ISSUES: The Criminal Justice Coordinating Council (CJCC) recently announced the availability of funding for the FY2022 Delinquency Prevention Grants Program. The Delinquency Prevention Grants Program provides funding for the implementation of evidence-based programs and prevention strategies for youth who are first-time offenders, diverted from the juvenile justice system, or charged with a status offense and identified as at risk.

Lowndes County Juvenile Court would like to apply for \$41,500.00, in funding to implement a single cohort of the Strengthening Families Program (SFP). This would allow them to serve up to 12 youths and their families. SFP has been utilized in the past successfully but was discontinued when funding was cut. If this request is approved for Year 1 funding, additional continuation funding, up to \$50,000 per year, would be made available to continue the program in Years 2-5. Implementation would be managed by Evidence Based Associates (EBA) who currently manage the Functional Family Therapy (FFT) program that Lowndes County has been providing since 2013.

The Strengthening Families Program (SFP) is an evidence-based family skills training program for high-risk and general population families that is recognized both nationally and internationally. Parents and youth attend weekly SFP skills classes together, learning parenting skills and youth life and refusal skills. They have separate class training for parents and youth the first hour, followed by a joint family practice session in the second hour.

OPTIONS: 1. Approval of application and authorization for staff to submit to the CJCC.
2. Board's Pleasure.

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Emergency Management

DEPARTMENT HEAD: Ashley Tye

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed by and between Evidence Based Associates, LLC, a limited liability corporation, authorized to do business in Georgia, (hereinafter referred to as "EBA"), and the **Lowndes County** Board of Commissioners, a local governmental entity, (hereinafter referred to as "County").

EBA is an experienced and successful partner with many governmental entities across the United States. EBA serves as a managing entity on behalf of these governmental agencies to analyze the current investment in services for youth involved in or at risk of involvement in the juvenile justice system. EBA serves as the entity for delivery of therapeutic services to juveniles and their families with the result of significantly reducing recidivism while optimizing governmental resources.

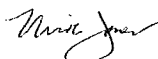
To this end, EBA and **the County** have agreed to work together in assembling a proposal to obtain grants for the implementation of juvenile justice system reforms. EBA brings to this effort a vast delivery of services, web-based performance tracking tools, grant writing resources, an array of evidence-based service options, valuable performance metrics, and a validated risk assessment tool that will result in a well designed, and well-implemented program thereby significantly increasing **the County's** chances of the successful selection as a recipient of grant funds.

Based upon **the County's** ability and willingness to follow key EBA recommendations regarding program selection, service delivery procurement and contracting, and staffing, EBA will also collaborate closely with county juvenile court officials in meeting the goals of the Juvenile Justice Incentive Grant Program.

Upon receipt of grant funds, it is the intent of **the County** to move forward with EBA as a partner to implement evidence-based programs with EBA serving as the managing entity. EBA will assist with the selection and oversight of service providers, manage the training and quality assurance of the direct service providers, provide reports showing results of the programs and meet the goals established by the State and the County for performance and delivery of services to the families.

Upon selection of grant recipients, EBA and **the County** will execute a contract for Managing Entity Services and immediately commence management of the Grant to meet grant deadlines and provision of services.

Executed this 18th day of March 2022.



Evidence Based Associates, LLC
As its: Authorized Agent

Lowndes County Board of Commissioners
As its: Chairman

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Advanced Disposal Services Residential Solid Waste Franchise
Renewal

DATE OF MEETING: March 22, 2022

Work Session/Regular Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Advanced Disposal Services Solid Waste Southeast, Inc. Residential Solid Waste Franchise renewal for 2022-2023

HISTORY, FACTS AND ISSUES: Advanced Disposal Services Solid Waste Southeast, Inc. a division of Waste Management, Inc. has applied to renew its existing Franchise for Residential Solid Waste Collection Services which will expire on March 31, 2022.

Enclosed is a proposed renewed Franchise. It is for a term of one year, beginning April 1, 2022 and ending March 31, 2023.

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

OPTIONS: 1. Approved proposed renewed Franchise for Residential Solid Waste Collection Services for Advanced Disposal Services Solid Waste Southeast, Inc. and authorized the Chairman to execute the Franchise 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 April, 2022 by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (the "County") to, and is accepted and agreed to by, ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC. ("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, 2022;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2022, Franchisee desires to renew such franchise 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, with Franchisee's residential solid waste collection franchise expiring March 31, 2022, 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 April 1, 2022. The term of this Franchise shall be from April 1, 2022 through March 31, 2023, 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 Franchisee.

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 Franchisee.

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:

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

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 SOLID
WASTE SOUTHEAST, INC.**

By: _____
Mike Holbrook
Director of Public Services

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 Collection Site

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Deep South Sanitation, LLC, Residential Solid Waste Franchise
Renewal

DATE OF MEETING: March 22, 2022

Work Session/Regular Session

BUDGET IMPACT: \$0.00

FUNDING SOURCE:

Annual

Capital

N/A

SPLOST

TSPLOST

COUNTY ACTION REQUESTED ON: Deep South Sanitation, LLC, Residential Solid Waste Franchise Renewal for
2022-2023

HISTORY, FACTS AND ISSUES: Deep South Sanitation, LLC, has applied to renew its existing Franchise for
Residential Solid Waste Collection Services which will expire on March 31, 2022.

Enclosed is a proposed renewed Franchise. It is for a term of one year, beginning April 1, 2022 and ending
March 31, 2023.

Other than updating 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 the Franchise 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 April, 2022 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, 2022;

WHEREAS, with its residential solid waste collection franchise expiring March 31, 2022, Franchisee desires to renew such franchise 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, with Franchisee's residential solid waste collection franchise expiring March 31, 2022, 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 April 1, 2022. The term of this Franchise shall be from April 1, 2022 through March 31, 2023, 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:

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

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Little Viking Road Drainage Easement and Quit Claim Deed

DATE OF MEETING: March 22, 2022

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Little Viking Road Drainage Easement and Quit Claim Deed

HISTORY, FACTS AND ISSUES: Map 0144 Parcel 205 owned by Rubber Tire, LLC was originally designed for the entire lot to be one of the detention areas for Roswell Place Subdivision and has been the detention area since the subdivision was built. Rubber Tire, LLC had the detention area redesigned, approved, and constructed so the lot could become a buildable lot. Lowndes County will need to Quit Claim the existing detention area back to Rubber Tire, LLC and accept a drainage easement for the new detention area from Rubber Tire, LLC.

OPTIONS: 1. Approve the Quit Claim Deed, authorize the Chairman to sign the Quit Claim Deed, and accept the Drainage Easement as presented.
2. Redirect.

RECOMMENDED ACTION: Approve
Accept

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Return recorded instrument to:
Elliott, Blackburn & Gooding, P.C.
3016 North Patterson St.
Valdosta, Georgia 31602

Cross Reference to:
Deed Book _____, Page _____
Lowndes County, GA Records

STATE OF GEORGIA
COUNTY OF LOWNDES

STORMWATER DISCHARGE, DETENTION, AND DRAINAGE EASEMENT

This Easement, made the ____ day of March, 2022, by and between Rubber Tire, LLC, as party of the first part, hereinafter called “Grantor” and Lowndes County, Georgia, as party of the second part, hereinafter called “Grantee.”

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain property located in Land Lot 145, 11th Land District, Lowndes County, Georgia, consisting of 0.766 acres and being more particularly depicted as Tract 1 on that certain “Retracement Plat for Rubber Tire, LLC” recorded in Plat Book 000PCC, Page 01181, of the Lowndes County, Georgia, records; and

WHEREAS, Grantee is desirous of being able to utilize the “Drainage Easement Area to be Retained by Lowndes County” consisting of 0.277 acres of Tract 1 also being depicted on that certain “Retracement Plat for Rubber Tire, LLC” recorded in Plat Book 000PCC, Page 01181, of the Lowndes County, Georgia, records (the “Drainage Easement Area”) for the discharge, detention, and drainage of stormwater;

NOW, THEREFORE, for good and mutual consideration the parties hereby agree as follows:

1. Grantor does hereby grant and convey unto said Grantee, a perpetual and non-exclusive right for ingress and egress through and the use of the Drainage Easement Area for (i) the discharge, detention, and drainage of stormwater onto, upon, on, over, and across the Drainage Easement Area,

and (ii) the construction, maintenance, repair and replacement of facilities pertaining to said stormwater discharge, detention, and drainage.

2. All expenses relative to construction, maintenance, use or repair of said stormwater discharge, detention, and drainage facilities will be borne by Grantee.

3. The terms "Grantor" and "Grantee" as used herein shall be deemed to mean their respective successors and assigns and successors in interest to the property of the Grantor and Grantee, as the case may be, and this agreement shall inure to the benefit of and be binding upon Grantor, Grantee and their respective successors, assigns and successors in title to the property of the Grantor and Grantee, as the case may be.

GRANTOR:

RUBBER TIRE, LLC

Franklin Bailey, Member/Manager

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

GRANTEE:

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk

Signed, sealed and delivered in
the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

Please record and return to:
Langdale Vallotton, LLP
J. Daniel Schert
Post Office Box 1547 Valdosta, Georgia 31603-1547
(229) 244-5400

Cross Reference to:
Deed Book _____, Page _____
Lowndes County, GA Records

QUIT-CLAIM DEED

STATE OF GEORGIA, COUNTY OF LOWNDES

THIS INDENTURE, made and entered into this _____ day of March, in the year of our Lord Two Thousand Twenty-Two (2022), by and between **LOWNDES COUNTY, GEORGIA**, as party of the first part, (hereinafter sometimes referred to as "Grantor"), and **RUBBER TIRE, LLC**, as party of the second part, (hereinafter sometimes referred to as "Grantee"). The words "Grantor" and "Grantee" include their respective heirs, successors and assigns where the context requires or permits;

W I T N E S S E T H:

That the said Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, cash in hand paid, the receipt and sufficiency whereof is hereby acknowledged, has bargained and sold and by these presents, does hereby bargain, sell, transfer, convey, remise, release and forever quit-claim to the said Grantee, its successors and assigns, all the right, title, interest, estate and privilege of the Grantor in and to the following described real property to-wit:

All that tract or parcel of land situate, lying and being 0.766 acres in Land Lot 145, 11" Land District of Lowndes County, Georgia, and designated as Tract 1, according to a Plat of survey entitled "Retracement Plat for: Rubber Tire, LLC" and recorded in Plat Cabinet C, Page 1181 of the Lowndes County, Georgia deed records. Said recorded plat is incorporated herein for all purposes in aid of description.

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

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

IN TESTIMONY WHEREOF, signed and sealed on behalf of Grantor the day and year first above written.

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk

Signed, sealed and delivered
in the presence of:

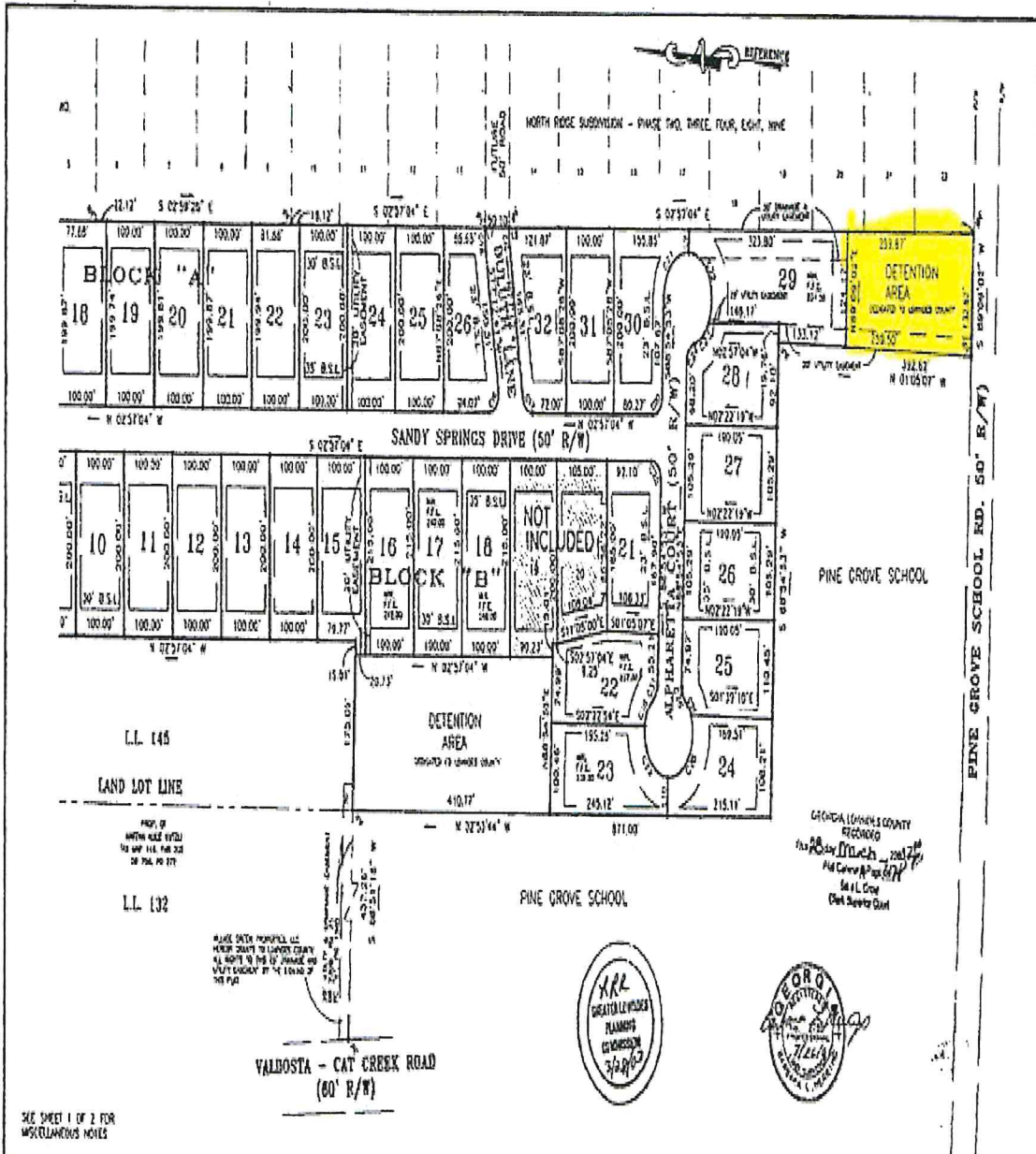
Witness

Notary Public

My commission expires: _____

(AFFIX SEAL)

2174



SEE SHEET 1 OF 2 FOR MISCELLANEOUS NOTES

<p>LEGEND</p> <p>1. L.L. - LAND LOT LINE 2. L.L. - LAND LOT LINE 3. L.L. - LAND LOT LINE 4. L.L. - LAND LOT LINE 5. L.L. - LAND LOT LINE 6. L.L. - LAND LOT LINE 7. L.L. - LAND LOT LINE 8. L.L. - LAND LOT LINE 9. L.L. - LAND LOT LINE 10. L.L. - LAND LOT LINE 11. L.L. - LAND LOT LINE 12. L.L. - LAND LOT LINE 13. L.L. - LAND LOT LINE 14. L.L. - LAND LOT LINE 15. L.L. - LAND LOT LINE 16. L.L. - LAND LOT LINE 17. L.L. - LAND LOT LINE 18. L.L. - LAND LOT LINE 19. L.L. - LAND LOT LINE 20. L.L. - LAND LOT LINE 21. L.L. - LAND LOT LINE 22. L.L. - LAND LOT LINE 23. L.L. - LAND LOT LINE 24. L.L. - LAND LOT LINE 25. L.L. - LAND LOT LINE 26. L.L. - LAND LOT LINE 27. L.L. - LAND LOT LINE 28. L.L. - LAND LOT LINE 29. L.L. - LAND LOT LINE 30. L.L. - LAND LOT LINE 31. L.L. - LAND LOT LINE 32. L.L. - LAND LOT LINE</p>	<p>FLOOD CERTIFICATION</p> <p>I HEREBY CERTIFY that the property of LOTS 10 to 32, which is delineated as an area of special flooding according to the FLOOD DAMAGE PREVENTION AND CONTROL ACT, PUBLIC LAW 85-624, 16 U.S.C. 1601-1606, dated 6-1-62.</p> <p><i>Barbara L. Manning</i> BARBARA L. MANNING, CA REGISTERED LAND SURVEYOR # 2173</p>	<p>I HEREBY CERTIFY that all measurements are correct and were prepared from an actual survey of the property made under my supervision. THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSEST APPROXIMATION OF ONE FOOT IN 150,000 FEET AND AN ANGLE ERROR OF 1" PER 100,000 FEET AND HAS BEEN ADJUSTED BY THE LEAST SQUARES METHOD AND HAS BEEN CALCULATED FOR CLOSED AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 125,000 FEET. MEASUREMENTS AND THE LOCATIONS ARE CORRECTLY SHOWN BY THE SYMBOLS AS SHOWN ON THE LEGEND AND THE TRUE AREA OF THE MATERIALS AS SHOWN ON THE LEGEND.</p> <p><i>Barbara L. Manning</i> on 7/26/03 BARBARA L. MANNING, CA REGISTERED LAND SURVEYOR # 2173</p> <p>BY THE UNDERSIGNED (SIGNED) AND/OR REPRESENTATIVE OF THE ROSWELL PLACE SUBDIVISION I HEREBY OFFER TO DEDICATE THE PUBLIC RIGHTS-OF-WAY AND EASEMENTS AS SHOWN ON THIS PLAN.</p> <p>DATE: 7-14-03 <i>Barbara L. Manning</i> BARBARA L. MANNING, CA REGISTERED LAND SURVEYOR # 2173</p>	<p>APPROVED BY THE DEPT. OF PUBLIC HEALTH, LOWDES COUNTY, GA. DATE: 7-14-03 <i>Barbara L. Manning</i> HEALTH DEPARTMENT CEO</p> <p>APPROVED BY THE LOWDES COUNTY ENGINEER DATE: 7/26/03 <i>Barbara L. Manning</i> LOWDES COUNTY ENGINEER</p> <p>APPROVED BY DELTA LOWDES COUNTY PLANNING COMMISSION DATE: 7/26/03 <i>Barbara L. Manning</i> PLANNING DIRECTOR</p>
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<p>Southern Surveying, Inc. 57 N. W. 14th St., Tallahassee, FL 32302 Phone: 904-224-1121 Fax: 904-224-1122 E-mail: southern@surveying.com</p>	<p>ROSWELL PLACE SUBDIVISION</p> <p>LAND LOT # 132 & 145 11th LAND DISTRICT</p>	<p>SCALE: 1" = 100' DATE: 7-28-02 SHEET: 2 of 2</p>
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LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: ENG 2021-02: Repairing 3 Box Culverts

DATE OF MEETING: March 22, 2022

Work Session/Regular Session

BUDGET IMPACT: \$296,726.73

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Box Culvert Repairs

HISTORY, FACTS AND ISSUES: Staff advertised a bid to repair three (3) box culverts. The three box culverts are located at Bemiss Knights Academy Road over Cherry Creek, Spring Creek Boulevard and Bemiss Knights Academy Road, and West Lake Drive over Red Oak Branch. Staff received and opened three bids on March 8, 2022.

Griffin Grading & Concrete, LLC - \$296,726.73
Roundtree Construction - \$298,611.00
Southern Concrete Construction - \$511,000.00

OPTIONS: 1. Approve Griffin Grading & Concrete, LLC as the low bidder and authorize the Chairman to sign the contract.
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Approve

ENG 2021-02: Repairing 3 Box Culverts

Bid Opening

March 8, 2022

Tabulations

Bidder	Bid Bond	Addendum #1	Bid Amount	eVerify
Griffin Grading	✓	✓	296,726 <u>73</u>	✓
Reames and Son Construction				
Roundtree Construction	✓	✓	298,611 <u>00</u>	✓
Southern Concrete Construction	✓	✓	511,000 <u>00</u>	✓

CONTRACT



ENGINEERING DIVISION

327 N. Ashley Street
Valdosta, Georgia 31601

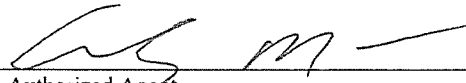
FOR: ENG 2021-02: Repairing 3 Box Culverts

NOTICE TO DEALERS/VENDORS

1. Any prices bid by dealer/vendor on any items offered to Lowndes County shall be the price effective at the date of delivery.
2. No delivery date of "ASAP" (as soon as possible) shall be considered acceptable on items that have a maximum delivery date listed in the specifications.
3. Lowndes County reserves the right to accept alternate bids on any or all items where maximum delivery date, as listed in the specification, is not met by the dealer/vendor.
4. All shipping is to be FOB Valdosta, GA 31601 and included in the total price unless otherwise stated in the bid document.
5. Signature below of authorized agent for dealer/vendor shall constitute recognition and acceptance of all conditions of the sale as listed above.

GRIFFIN GRADING & CONCRETE, LLC

Dealer/Vendor



Authorized Agent

GENERAL SPECIFICATIONS

It is the intent of these specifications to furnish Lowndes County with the following requisitioned project, according to the attached. It is clearly understood that the following are minimum specifications and are made in order to show the exact specifications of the work proposed.

Lowndes County reserves the right to accept or reject any or all bids or to choose the bid considered to be in its best interest.

The final decision of purchase will be made upon the award of the Lowndes County Board of Commissioners.

Include the bid number on the outside of your return envelope.

NO BID WILL BE CONSIDERED IF RECEIVED AFTER THE DATE AND TIME SPECIFIED.

CONTRACT DOCUMENTS

FOR

ENG 2021-02: Repairing 3 Box Culverts

LOWNDES COUNTY ENGINEERING DIVISION

TABLE OF CONTENTS

1. Advertisement / Invitation to Bid
2. Instructions to Bidders
3. Proposal/Lump Sum Bid
4. Notice of Award
5. Contract Agreement
6. Contract Conditions
7. Notice to Proceed
8. Drug-Free Workplace Certification
9. Waiver of Lien
10. Attachment 1 - Contractor Affidavit and Agreement (E-Verify)

INVITATION TO BID

Lowndes County is accepting bids for

Bid # ENG 2021-02: Repairing 3 Box Culverts

The contract time is **60** calendar days. The Bid Documents may be obtained by emailing wdeloach@lowndescounty.com and requesting the bid documents. The Bid Documents can also be viewed at the Lowndes County Board of Commissioners office, 2nd Floor Engineering Department, 327 N. Ashley Street, Valdosta, Georgia.

There will be a mandatory pre-bid meeting on February 22, 2022 at 10:00 A.M., in the Engineering Conference Room on the 2nd floor, Room 227, of the Lowndes County Administration Building, 327 N. Ashley Street.

Lowndes County will receive sealed proposals on this project until March 8, 2022 at 10:00 A.M., in the Engineering Conference Room on the 2nd floor, Room 227, of the Lowndes County Administration Building, 327 N. Ashley Street., (229-671-2424) where at such time and place the proposals will be publicly opened and read. A 5% bid bond is required.

All bidders shall be DOT approved contractors.

Run in Valdosta Daily Times February 4th

INSTRUCTIONS TO BIDDERS

1. Proposals must be made upon the form of proposal attached hereto. They must be enclosed in a sealed plain envelope with bid number and endorsed with the title of the proposal, and must be mailed to the Lowndes County Board of Commissioners at 327 N. Ashley Street, Valdosta, Georgia 31601, Attn: County Engineer.
2. The prices shall be written in the proposal in figures. No bidder will be allowed to withdraw his proposal for any reason after the bids have been opened.
3. The following specifications represent the minimum general size, weight, capacity and performance characteristics desired in the equipment to be purchased. These requirements are not intended to prevent obtaining fair prices or to eliminate competition, but to insure, if possible, that all bids submitted shall not be subject to correction or alteration after they have been filed, opened, and publicly read. In view of a usual wide disparity in details of design and manufacture, complete descriptive literature and manufacturer's specifications must be submitted each type of equipment offered. The County reserves the right to evaluate any or all bids, particularly where there is a range in the specifications. Special consideration will be given to the ready availability of repair parts and service.
4. Federal or State taxes are not applicable to Georgia Municipalities under the United States Code Title 26 and Georgia Exemption Certificate Number 3-465-686-300-1.
5. It is expressly understood by the bidder that written Notice of Award or purchase order by the County will constitute an agreement by the County. The Advertisement/Invitation to Bid, Instructions to Bidders, Proposal, Notice of Award, Contract Agreement, Contract Conditions, Notice to Proceed, Drug-Free Workplace Certification, Waiver of Lien, and the referenced Construction Plans and Drawings constitute the entire Agreement and understanding between Lowndes County Board of Commissioners and the Contractor in respect of this Project, and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereto.
6. The bidder agrees that Lowndes County reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the County.
7. Specifications referred to are minimum. Therefore, unless otherwise indicated by the bidder, the County will assume proposals meet or exceed all specifications.

8. The names of a certain brand, make, or definite specifications are to denote a quality standard of the article desired, but do not restrict bidders to be specific brand, make or manufacturer named; it is to set forth and convey to prospective bidders the general style, type, character and quality of the article desired.
9. The award of the contract will be made to the lowest responsible bidder taking into consideration quality performance and the time specified in the proposals for the performance of the contract. The County reserves the right to reject all bids as it appears in its own best interest and to waive technicalities.
10. During the bidding process, all changes, interpretations, and supplemental instructions to the contract documents shall be issued as addenda to all bidders. All addenda are to be acknowledged in the proposal.
11. A Bid Bond in the amount of 5% of the bid must accompany each bid. A certified check for this amount may be submitted in lieu of the Bid Bond. Bid Bonds on the Surety Company's standard form must be duly executed by the Bidder as principal, and must be by a surety company licensed to do business in the State of Georgia and listed in the latest issue of U. S. Treasury Circular 570. Failure to submit a properly executed Bid Bond or certified check will result in the bid being rejected.
12. Each bidder must inform himself fully on all the conditions at the site, transportation conditions, material costs, and all other matters affecting the cost of construction. Each bidder shall study the plans, specifications, contract and proposal form prior to submitting a proposal. Each bidder shall also make such examinations on the ground as necessary to thoroughly familiarize himself with the nature and extent of the proposed construction.
13. The contract documents are complimentary, and what is called for by one shall be binding as if called for by all.
14. The intent of the contract documents is to provide for all construction and completion of the work shown on the drawings and described in the specifications.
15. The latest edition of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges shall govern the work on this project.
16. The contract is a lump sum contract with payment to be based on actual percentages of work measured. In case of changes in the drawings and specifications that produce new items of work not described, Change Orders will be issued to include such items of work.

17. Lowndes County reserves the right to review and reject any subcontractors. The Contractor shall submit a list of subcontractors to Lowndes County after the notice of award has been issued.

END OF SECTION

PROPOSAL

To the Lowndes County Board of Commissioners, Lowndes County, Georgia:

Submitted: MARCH 8TH, 2022

The undersigned, as Bidder, hereby declares that he has examined the site of the work and has informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Specifications and Drawings for the work and contractual documents relative thereto; and that he has satisfied himself to the work to be performed.

The Bidder proposes and agrees that, if he becomes the Successful Bidder on the basis of this Proposal, he will contract with the Lowndes County Board of Commissioners, Lowndes County, Georgia (herein called the "Owner"), in the form of the contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:

Total Bid \$ **296,726.73**

Submitted By: GRIFFIN GRADING & CONCRETE, LLC
Company Name

1 Cubic Yard Flowable Fill \$ 250⁰⁰

ADDENDA

Receipt of the following addenda is acknowledged:

Addenda Number: 01 Date: 03/02/2022

The Bidder proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of the Owner, and shall fully complete all work thereunder within the time described in the contract agreement.

The undersigned further agrees that, in case of failure on his part to execute the said Contract and the bond within fourteen (14) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the moneys payable thereon, shall be paid into the funds of the Lowndes County Board of Commissioners, as liquidated damages for such failures; otherwise the check or bid bond accompanying this Proposal will be returned to the undersigned.

Attached hereto is a certified check on the

n/a Bank of _____

Or a Bid Bond by the Surety

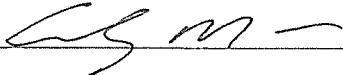
Frankenmuth Mutual Insurance Company

In the amount of

five percent of two hundred ninety-six thousand seven hundred twenty-six Dollars
and seventy-three cents

(\$ 5% of \$296,726.73) made payable to the Lowndes County Board of Commissioners in accordance with the conditions herein. The bid security will be in force for sixty (60) calendar days.

Submitted: 03/08/2022

By: 

Title: Andrew Poe / President

(Note: If the Bidder is a corporation, an officer of the corporation shall sign the Proposal; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.)

Bidder's Address: GRIFFIN GRADING & CONCRETE, LLC

1179 Hwy 280 W., Cordele, GA 31015

Telephone Number: 229-276-0888

END OF SECTION

NOTICE OF AWARD

To: Griffin Grading & Concrete, LLC
1179 Hwy 280 West
Cordele, Ga. 31015

PROJECT DESCRIPTION: **ENG 2021-02: Repairing 3 Box Culverts**

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 has been accepted for items in the amount of:
\$296,726.73

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 BOND 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 _____, 2022

Lowndes County Board of Commissioners

BY:

TITLE:

Contractor: _____

DATE: _____

**LOWNDES COUNTY BOARD OF COMMISSIONERS
CONTRACT AGREEMENT**

This agreement made and entered into this _____ day of _____, 2022 and between Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and _____, 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:

ENG 2021-02: Repairing 3 Box Culverts

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 specification prepared (or approved) by the County Manager or his authorized representative the originals of which are in file in the office of Lowndes County Board of Commissioners and which said specifications are hereby made a part of this agreement as fully as to the same effect as if the same had been set forth at length in the body of this Agreement.
2. This Agreement is on a lump sum basis.
3. The County hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States, the sum of: **\$296,726.73**
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 **60** calendar days. Substantial completion is the time at which the project can be fully utilized for its intended purpose. Upon written notification to the Engineer 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 of 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 he 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 the 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 County Engineer 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 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 Lowndes 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. Either party may not assign this Agreement 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: Griffin Grading & Concrete, LLC
1179 Hwy 280 West
Cordele, Ga. 31015

As to County: Lowndes County Board of Commissioners
327 N. Ashley Street
Valdosta, Georgia 31601
ATTN: Mike Fletcher, P.E., County Engineer

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 _____, 2022

The ___ day of _____, 2022

By: _____
Chairman of
Board of Commissioners

By: _____
Contractor

Recommended: _____
County Manager

Date: _____

Witness for 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 current edition of the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges 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 his subcontractors meet these requirements. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

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.

- (a) 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.
- (b) 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.
- (c) 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.

- (d) 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.
 - (e) 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, testing (except that testing required of the contractor), and measurements of quantities will be made by the Lowndes County Engineering Division. Final acceptance of the project will be made by the County Engineer 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 Engineering Division with test reports and technical data showing that the materials (compaction, moisture content, % clay, gradation, course thickness, etc.) meet the appropriate requirements of the Georgia Department of Transportation Standard Specifications.
 5. All base pits and borrow pits required for the Contractor shall provide completion of the work.
 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 Engineer. 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, or 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 Engineering Division at least 24 hours prior to beginning any phase of construction so that a County Inspector can be present.
11. Traffic Control shall be provided in accordance to 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 Engineer.
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 TO PROCEED

DESCRIPTION: ENG 2021-02: Repairing 3 Box Culverts

You are hereby notified to commence WORK, in accordance with the Agreement dated _____, 2022 on or before _____, 2022 and you are to complete the work within **60** consecutive calendar days thereafter. The date of substantial completion of the work is therefore _____, 2022.

Lowndes County Board of Commissioners

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

Contractor: Griffin Grading & Concrete, LLC
1179 Hwy 280 West
Cordele, Ga. 31015

This the _____ day of _____, 2022

BY: _____

TITLE: _____

Employer Identification
Number: _____

END OF SECTION

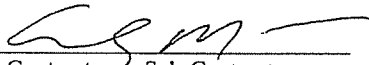
DRUG-FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of code sections 1 through 50-24-6 of the official code of Georgia annotated, related to the "DRUG-FREE WORKPLACE ACT", have been complied with in full. The undersigned further certifies that:

1. A Drug-Free workplace will be provided for the Contractor's employees during the performance of the contractor; and
2. Each Contractor who hires a sub-contractor to work in a Free workplace shall secure from that sub-contractor the following written certification:

_____ certifies to Lowndes County that a Drug-Free workplace will be provided for the Contractor's and/or sub-contractor's employees during the performance of this contract known as **ENG 2021-02: Repairing 3 Box Culverts**, Pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3 OCGA. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

GRIFFIN GRADING & CONCRETE, LLC



Contractor or Sub-Contractor
Andrew Poe
President

Title

03/08/2022

Date

END OF SECTION

WAIVER OF LIEN

Know by all men by these presents, **Griffin Grading & Concrete, LLC** on the ENG **2021-02: Repairing 3 Box Culverts**. Know that all bills for labor, materials, supplies, etc., and applicable state taxes in connection with the construction of this project, and that there are no outstanding accounts whatsoever as a result of WORK performed on this project. Therefore, **Griffin Grading & Concrete, LLC** does hereby waive, release, and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind or class of lien whatsoever.

Contractor

BY: _____

TITLE: _____

DATE: _____

Notary Public

Date

END OF SECTION

STATE OF GEORGIA
CONTRACTOR AFFIDAVIT AND AGREEMENT

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1. By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the “Act”) and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the “GDOT Rules”), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia (“Lowndes County”) has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).
2. The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor’s execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) be retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractors (or sub-subcontractor’s) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

741092
Contractor’s E-verify/Federal Work Authorization
Company Identification Number

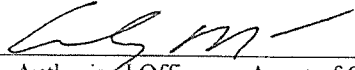
06/25/2010
Date of Authorization (Date Number Obtained)

ENG 2021-02: Repairing 3 Box Culverts
Name of Project

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND
ON BEHALF OF THE CONTRACTOR.


BY: Authorized Officer or Agent of Contractor

03/08/2022
Date

GRIFFIN GRADING & CONCRETE, LLC
Contractor's Name

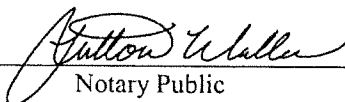
President
Title of Authorized Officer or Agent of Contractor

Andrew Poe
Printed Name of Authorized Officer or Agent of Contractor

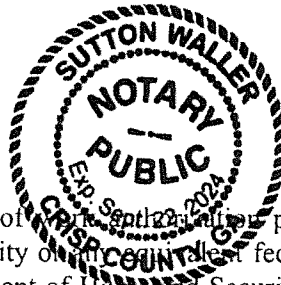
GRIFFIN GRADING & CONCRETE, LLC

1179 Hwy 280 W., Cordele, GA 31015
Contractor's Address

Sworn to and subscribed before me
This 8th day of March, 2022


Notary Public

My commission expires: 09/22/2024



* Any of the electronic verification of federal work authorization programs operated by the United States Department of Homeland Security or any federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

BID BOND

Frankenmuth Mutual Insurance Company
One Mutual Avenue, Frankenmuth, MI 48787

CONTRACTOR:

(Name, legal status and address)

Griffin Grading & Concrete, LLC
PO BOX 682
Cordele, GA 31015

OWNER:

(Name, legal status and address)

Lowndes County Board of Commissioners
327 N Ashley Street
Valdosta, GA 31601

BOND AMOUNT: 5%

PROJECT:

(Name, location or address, and Project number, if any)

ENG 2021-02: Repairing 3 Box Culverts
Lowndes County, Ga

SURETY:

(Name, legal status and principal place of business)

Frankenmuth Mutual Insurance Company

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

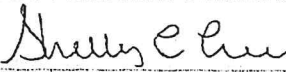
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of March, 2022.



(Witness)



(Witness)

Griffin Grading & Concrete, LLC

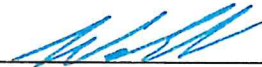


(Principal) (Seal)

President

(Title)

Frankenmuth Mutual Insurance Company



(Surety) (Seal)

Attorney-in-fact

(Title)

FRANKENMUTH MUTUAL INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Mutual Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Harold D. Foshee III, Garry Calloway Garretson, Susan R. Wood, Brandy Weaver, Kasey DeFore
Shelly Edmiston Lee, William David Edwards

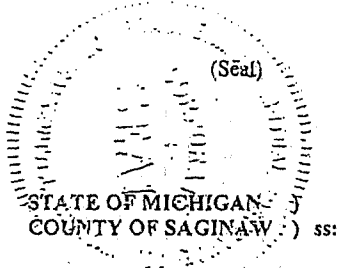
Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Mutual Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Mutual Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10th day of September, 2018.



Frankenmuth Mutual Insurance Company
By *[Signature]*
Frederick A. Edmond, Jr.,
President and Chief Operating Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposited and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 10th day of September, 2018.

[Signature] (Seal)
Dianne L. Voss, Notary Public
Saginaw County, State of Michigan
My Commission Expires July 23, 2024

I, the undersigned, Vice President of Frankenmuth Mutual Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 7th day of March, 20 22.

[Signature]
Andrew H. Knudsen, Vice President

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO THE DIRECTOR OF SURETY, 701 US ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

January 26, 2021

CERTIFICATE OF QUALIFICATION
Vendor ID: 2GR650

Griffin Grading & Concrete, LLC
P. O. Box 237
Cordele, GA 31010

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

MAXIMUM CAPACITY RATING: \$28,800,000.00
CERTIFICATE EXPIRES: December 31, 2022
PRIMARY WORK CLASS/CODE: 208
SECONDARY WORK CLASS(ES)/CODE(S): 201, 205, 206A, 400, 441, 452, 550 and 668

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,


Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

Marc Mastronardi, P.E.
Chairman, Prequalification Committee/Contractors

MM:TKA



GRIF-FO-01

SHELLY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Waites & Foshee Insurance P.O. Box 4803 Macon, GA 31208	CONTACT NAME: PHONE (A/C, No., Ext): (478) 743-0588 FAX (A/C, No.): (478) 743-0589 E-MAIL ADDRESS: _____ _____														
INSURED Griffin Grading & Concrete, LLC. PO BOX 682 Cordele, GA 31010-0237	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Selective Way Insurance Co</td> <td>26301</td> </tr> <tr> <td>INSURER B : American Interstate Ins Co</td> <td>31895</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Way Insurance Co	26301	INSURER B : American Interstate Ins Co	31895	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			S 2450740	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2450740	9/30/2021	9/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2450740	9/30/2021	9/30/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCGA3030542021	9/30/2021	9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Charles J Griffin & William Henry Griffin IV are excluded from Workers Compensation coverage

CERTIFICATE HOLDER Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

Griffin Grading & Concrete, LLC
a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 21141830
Date Inc/Auth/Filed: 06/25/2010
Jurisdiction : Georgia
Print Date : 07/08/2021
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

**CONSENT TO ACTION IN LIEU OF MEETING OF
BOARD OF DIRECTORS OF
GRIFFIN GRADING & CONCRETE, LLC**

The Directors hereby unanimously consent to the following action in lieu of a formal meeting of the Board of Directors, to-wit:

The following officers of Griffin Grading & Concrete, LLC are elected to serve until they resign or are replaced by subsequent action of the Board of Directors:

President:	Andrew M. Poe
Vice President:	Mandy M. Sudduth
Secretary:	William H. Griffin, IV
Treasurer:	William H. Griffin, IV

SO DONE, this the 16th day of November, 2021.



William H. Griffin, IV, Secretary

ENG 2021-02: Repairing 3 Box Culverts

Detail Sheet

Bemiss Knights Academy Road Box Culvert over Cherry Creek Tributary

- Traffic control
- The road may be closed
- Saw cut 15' each direction from far north end of culvert
- Dig down to bottom of culvert (North End), backfill 6" above weep holes with # 57 stone
- Make repair if barrel of culvert is leaking
- Replace any unsuitable material with compactable material
- Upper 12" compacted to 95% standard proctor
- Backfill upper 8" with GAB
- Tack both edges of asphalt
- Top with 220# of 12.5 superpave
- Temporary centerline and edge line 4" wide after topping
- Permanent centerline and edge line 5" wide 15 days after topping (Highbuild)
- Protect inlet end of apron with type III rip rap, width of apron and 10' long from apron edge
- On inlet seal apron joints at culvert with flexible joint sealant (Pourthane SL) or equivalent
- Remove and replace apron and toe wall on outlet end, new apron must be epoxied into culvert floor and wing wall footings with #4 rebar @24" O.C.
- See GDOT Std. 2406 for apron and toe wall reinforcing. (Omit baffle)
- Bed area under apron and toe wall with 12" # 57 Stone

- Upon removal of apron, if culvert is undermined, voids must be backfilled with flowable fill
- Protect outlet end of apron with type III rip rap, width of apron and 10' long from apron edge
- Dress out disturbed areas upon completion
- Permanent grassing

West Lake Drive Box Culvert over Red Oak Branch

- Traffic Control
- Dig out west side of ditch on outlet end to match apron width
- Armor ditch slope where material was removed with type III rip rap
- Place type III rip rap in front of outlet end, width of apron and 10' long from apron edge
- Core drill apron, backfill undermining with flowable fill
- Seal type III rip rap in front of apron with flowable fill
- Grout core holes with non-shrink grout
- Bed area under toe wall with 12" # 57 Stone
- Pour 8"x 30" toe wall on inlet end of apron, must be epoxied into apron with #4 rebar @24" O.C.
- See GDOT Std. 2406 for toe wall reinforcing
- Protect inlet end of apron with type III rip rap, width of apron and 10' long from apron edge
- Dress out disturbed areas upon completion

Spring Creek Boulevard

- Traffic Control
- Remove and replace aprons and toe walls on inlet and outlet, new aprons must be epoxied into culvert floor and wing wall footings with #4 rebar @24" O.C.

- See GDOT Std. 2406 for apron and toe wall reinforcing (Omit baffle)
- Bed area under aprons and toe walls with 12" # 57 Stone
- Upon removal of aprons if culvert is undermined, must be backfilled with flowable fill
- Protect outlet and inlet ends of aprons with type III rip rap, width of apron and 10' long from apron edge
- Dress out disturbed areas upon completion

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Exit 22 Water Main Extension

DATE OF MEETING: March 22, 2022

Work Session/Regular Session

BUDGET IMPACT: \$448,621.14

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Exit 22 Water Main Extension

HISTORY, FACTS AND ISSUES: The Exit 22 area currently has a single main providing water across the interstate. This extension will provide much needed redundancy and looping to the area. Staff received bids from two contractors: Standard Contractor's \$495,304.15, and RPI, Inc. \$448,621.14. Staff recommends approving Exit 22 Water Main Extension and authorizing the Chairman to sign the Contract with RPI, Inc. for \$448,621.14. Notice to proceed will be issued pending acceptance of the utility easement.

OPTIONS: (1.) Approve
(2.) Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**LOWNDES COUNTY BOARD OF COMMISSIONERS
CONTRACT AGREEMENT**

This agreement made and entered into this 22nd day of March, 2022 and between the Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and RPI Underground Inc., party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

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

Exit 22 Watermain Extension

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:

\$448,621.14

(Four hundred forty-eight thousand, six hundred twenty-one dollars and fourteen cents)

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 120 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:

RPI Underground, Inc.
119 Blanchard St.
Valdosta, GA 31601

As to the Lowndes County:

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

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

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

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

Executed on behalf of
LOWNDES COUNTY

Executed on behalf of
CONTRACTOR

The 22nd day of March, 2022

The ____ day of _____, 2022

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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RPI Underground, Inc.
119 Blanchard Street
Valdosta, GA 31601

SURETY:

(Name, legal status and principal place of business)

NGM Insurance Company
55 West Street
Keene, NH 03431

Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Lowndes County
327 North Ashley Street
Valdosta, GA 31601

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Exit 22 Watermain Extension

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of March, 2022.



(Witness) Laura Thatcher



(Witness) Stephanie Wall, Witness to Surety

RPI Underground, Inc.

(Principal) (Seal)

By: 

(Title) Kenneth Thatcher, President

NGM Insurance Company

(Surety) (Seal)

By: 

(Title) Kevin Wojtowicz, Attorney-in-Fact



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Stephanie McCarthy, Jessica Reno, Daniel Oaks, Laura D. Mosholder, Kevin Wojtowicz**-----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Senior Vice President,
General Counsel and Secretary

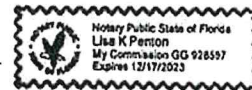


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton

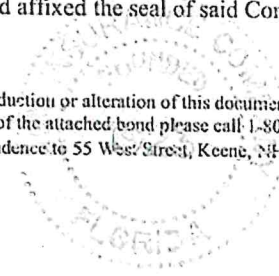


I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 3 day of March, 2022.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call: 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



PROPOSAL

To Lowndes County, Lowndes County, Georgia:

Submitted: March 3rd . 20 22

The undersigned, as Bidder, hereby declares that they have examined the site of the work and have informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Specifications and Drawings for the work and contractual documents relative thereto; and that they have satisfied themselves to the work to be performed.

The Bidder proposes and agrees that, if they become the Successful Bidder on the basis of this Proposal, they will contract with the Lowndes County Board of Commissioners, Lowndes County, Georgia (herein called the "Owner"), in the form of the contract illustrated to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all necessary labor to complete the construction of the work in full, and in complete accord with the shown, noted, described, specified and reasonably intended requirements of the Specifications, Drawings, and Contract Documents to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following price:

\$ 448,621.14

Submitted By: RPI Underground, Inc.
(Company Name)


Kenneth Thatcher, President

**UNIT COST SCHEDULE
EXIT 22 WATERMAIN EXTENSION**

Item		Quantity	Unit		Unit Cost	Total Cost
150-1000	Traffic Control	1	LS	\$	4,150.00	\$ 4,150.00 -
151-1000	Mobilization, Bonds, Temp. Facilities	1	LS	\$	10,280.00	\$ 10,280.00 -
163-0232	Temporary Grassing	1	AC	\$	1,540.00	\$ 1,540.00 -
163-0240	Temporary Mulch	1	AC	\$	1,000.00	\$ 1,000.00 -
163-0529	Erosion Control check dams (Temporary silt fence fabric)	168	LF	\$	4.00	\$ 672.00 -
171-0010	Non Sensitive Silt Fence	317	LF	\$	3.40	\$ 1,077.80 -
171-0030	Double Row Sensitive Silt Fence	1062	LF	\$	6.80	\$ 7,221.60 -
165-0041	Maintenance of Check Dams	12	EA	\$	75.00	\$ 900.00 -
167-1000	Water Quality monitoring and sampling	6	MO	\$	0.00	\$ 0.00 -
201-1500	Clearing And Grubbing (Including removal of any debris)	1	LS	\$	37,490.00	\$ 37,490.00 -
615-1000	Jack & Bore 12" DR11 HDPE w/ 24" Casing (Incl. Pipe & Casing)	232	LF	\$	593.00	\$ 137,576.00 -
670-1120	12" DR11 HDPE Watermain	1,815	LF	\$	66.00	\$ 119,790.00 -
670-2120	12" Valve Assembly	4	EA	\$	5,910.00	\$ 23,640.00 -
665-0030	8" Service (Include Tee & Gate Valve)	2	EA	\$	5,390.00	\$ 10,780.00 -
670-4000	Fire Hydrant Assembly	4	LS	\$	7,450.00	\$ 29,800.00 -
700-6910	Permanent Grassing - All disturbed areas	1	AC	\$	2,540.00	\$ 2,540.00 -
670-3129	Tap Existing 12" watermain	2	EA	\$	8,590.00	\$ 17,180.00 -
999-3131	Watermain Testing and Disinfection	1	LS	\$	2,200.00	\$ 2,200.00 -

Sub Total

\$ 407,837.40

Supplemental Work Allowance (10% of Sub Total)

\$ 40,783.74

TOTAL BID

\$ 448,621.14

ADDENDA

Receipt of the following addenda is acknowledged:

Addenda Number: #1 Date: 2/28/2022

Addenda Number: N/A Date: N/A

Addenda Number: N/A Date: N/A

Please see attached

BID BOND

The Bidder proposes and agrees hereby to commence work under this Contract on a date to be specified in a written order of the Owner, and shall fully complete all work thereunder within the time described in the contract agreement.

The undersigned further agrees that, in case of failure on their part to execute the said Contract and the bond within fourteen (14) consecutive calendar days after written notice being given of the award of the Contract, the check or bid bond accompanying this bid and the moneys payable thereon, shall be paid into the funds of Lowndes County, as liquidated damages for such failures; otherwise the check or bid bond accompanying this Proposal will be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of

_____ Or a Bid Bond by the

In the amount of

_____ Dollars

(\$ _____) made payable to Lowndes County in accordance with the conditions herein. The bid security will be in force for sixty (60) calendar days.

Submitted: _____

By: _____

Title: _____

(Note: If the Bidder is a corporation, the Proposal shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.)

Bidder's Address: _____

Telephone Number: _____

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 1 through 50-24-6 of the Official Code of Georgia Annotated, related to the "DRUG-FREE WORKPLACE ACT", have been complied with in full. The undersigned further certifies that:

1. A Drug-Free workplace will be provided for the Contractor's employees during the performance of the contract and
2. Each Contractor who hires a sub-contractor to work in a Drug-Free workplace shall secure from that sub-contractor the following written certification: RPI Underground, Inc. (Contractor name) certifies to Lowndes County that a Drug-Free workplace will be provided for the Contractor's and/or sub-contractor's employees during the performance of this contract known as **Exit 22 Watermain Extension**, Pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3 O.C.G.A. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.



Contractor or Sub-Contractor

03/03/2022

Date

Kenneth Thatcher, President

Title

END OF SECTION

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1266153
Federal Work Authorization User Identification Number

1/29/2018
Date of Authorization

RPI Underground, Inc.
Name of Contractor

Exit 22 Watermain Extension
Name of Project

Lowndes County Board of Commissioners
Name of Public Employer

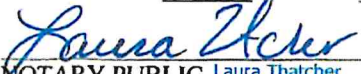
I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March, 3rd, 20 22 in Valdosta (city), Georgia (state).


Signature of Authorized Officer or Agent

Kenneth Thatcher, President
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 3rd DAY OF March, 20 22


NOTARY PUBLIC Laura Thatcher
My Commission Expires: 01/06/2024



BUSINESS INFORMATION

Company Name: RPI Underground, Inc.

Address: 119 Blanchard St.

City and State: Valdosta, Ga. 31601

Phone Number: 229-244-1967

Fax: 229-247-3245

Email: kthatcher@radney.com

Utility Contractor License Number: UC302394

NON-COLLUSIVE AFFIDAVIT

STATE OF Georgia

COUNTY OF Lowndes

Kenneth Thatcher, being first duly sworn, deposes and says that he or she is a
(Print name)

President of RPI Underground, Inc.
(Owner, Officer, Agent, etc.) (Name of Business)

who is making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the bid price of affiliate or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.


Signature of Bidder Kenneth Thatcher

President
Title

Subscribed and sworn to before me this 3rd day of March 2022

Signed by: Laura Thatcher
Notary Public (seal)

Print Name: Laura Thatcher My Commission expires: 1/06/2024



DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined 34 CFR Part 85, Sections 85.105 and 85.110.

1. Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding award of this consulting agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
 - (d) Have not within a three-year period preceding award of this consulting agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

RPI Underground, Inc.



Contractor Signature

03/03/2022

Date

Kenneth Thatcher, President

Typed or Printed Name

Exit 22 Watermain Extension

Contract No.



119 Blanchard Street
Valdosta, GA 31601
www.rpiunderground.com

Phone (229) 244-1967

Fax (229) 247-3245

3/3/2022

Re: Partial List of Contracts on hand and completed
To Whom It May Concern,

The following is a partial list of contracts our company has on hand and has recently completed:

Current Contracts:

<u>Project Name:</u>	<u>Contract Amount:</u>	<u>Completion %</u>
1) GDOT Lowndes Exit 2	\$ 516,434.00	92%
2) Coleman Rd. Forcemain	\$ 1,987,772.22	98%
3) Thomasville Lift Stat. No. 7&8	\$ 643,992.90	70%
4) Thomasville W&S Imp.2	\$ 655,083.10	10%
6) Clyattville Elem. Sewer D&B	\$ 383,955.32	99%
7) Kinderlou Ph. 8A & 9	\$ 722,235.69	88%
8) Martins Freezer Addition	\$ 679,079.00	95%
9) Lake City I-75 & SR 47	\$ 1,170,077.25	50%
10) 1 Grand Park Ln. Apts.	\$ 599,199.57	50%
11) Apex Apts. Tifton	\$ 524,139.20	0%
12) Bartow St. Improvements	\$ 1,177,027.13	0%

Recently Completed Contracts:

<u>Project Name:</u>	<u>Contract Amount:</u>	<u>Completion Date:</u>
1) WSI serve A1 Ind. Bainbridge	444,289.37	12/2021
2) Coca-Cola - Bottling Co.	\$ 749,194.70	05/2021
3) Norman Park SS Imp.	\$ 657,426.55	06/2021
4) City of McRae - Helena	\$ 618,414.00	07/2021
5) Pelham Sewer Syst. Imp	\$ 672,963.00	09/2021
6) Spring Creek Interconnection	\$ 454,982.70	02/2020
7) Robins AFB	\$ 1,937,305.93	06/2020
8) Two Mile Branch	\$ 2,060,965.20	07/2020
9) Moody AFB CRH Beddown	\$ 816,104.59	08/2020
10) Arglass Yamamura	\$ 1,370,132.50	10/2020
11) Annex Island Phase II	\$ 4,101,394.50	08/2019
12) Thomasville Gravity Sewer Main	\$ 1,748,405.95	05/2019
13) Stafford Wright Rd.	\$ 1,329,436.50	02/2019
14) Lift Station Rehab. - Phase 4	\$ 899,188.69	04/2018
15) Sanitary Sewer Imp. -Lakeland	\$ 470,044.20	02/2018
16) New VHS	\$ 1,491,000.00	01/2018

If you have any questions, please feel free to contact me at the above number.

Thank -You,

Kenneth Thatcher

Kenneth Thatcher, President



119 Blanchard Street
Valdosta, Ga. 31601
www.radney.com

Phone: (229)244-1967

Fax: (229)247-3245

3/3/2022

Re: Job References

To Whom It May Concern,

The following is a list of references as requested in bid documents:

1. Red Hills Business Park & Forcemain – Installation of Forcemain and Site Utilities
Contacts: Consulting Engineer: Stacy Watkins 229-388-8823 / Contract \$981,198.88 / Completion 05/20/16
Our Key Person: Kenneth Thatcher - Owner
2. Production Wells 9 & 10 and Associated Pipeline – Rehab of Wells 9 & 10 and pipelines
Contacts: David Frost (229) 259-3592 City of Valdosta / Contract \$1,353,349.19 / Completion 05/31/2016
Our Key Person: Kenneth Thatcher – Owner
3. Withlacoochee Water Treatment Plant – Installation of Pump Stations, Forcemain & Associated Head works
Contacts: Garney Companies, Chris Coston ccoston@garney.com / Contract \$1,277,220.55 / Completion 8/31/2016
Our Key Person: Kenneth Thatcher – Owner
4. City of Valdosta L/Station Rehab Ph 3 - Rehabilitation of associated lift Stations as per contract
Contacts: City of Valdosta Tom Hess 229-259-3592 / Contract \$962,392.00 / Completion 10/31/2016
Our Key Person: Kenneth Thatcher – Owner
5. The New Valdosta High School – Site Utilities and associated piping as per contract
Contacts: JCI Construction Inc. – Brett Diamon 478-987-5544 / Contract \$ 1,513,031.95 / Completion 02/20/2018
Our Key Person: Kenneth Thatcher – Owner

If you have any questions, please feel free to contact me at the above number.

Thank-You,

Kenneth Thatcher

Kenneth Thatcher / President



119 Blanchard Street
Valdosta, Ga. 31601
www.radney.com

Phone: (229)244-1967

Fax: (229)247-3245

3/3/2022

Re: Job References

To Whom It May Concern,

The following is a list of references as requested in bid documents:

6. City of Valdosta Lift Station Rehab Ph 4 - Rehabilitation of 5 Lift Stations as per contract
Contacts: City of Valdosta: Mr. Tom Hess (229) 259-3592 / Contract \$ 899,188.69 / Completion 04/20/2018
Our Key Person: Kenneth Thatcher - Owner

7. City of Thomasville Gravity Sewer Main - Installation of Gravity Sewer Main.
Contacts: Charlie Tucker / Carter & Sloope: (229)317-4220 / Contract \$1,748,405.95 / Completion 05/02/2019
Our Key Person: Kenneth Thatcher – Owner

8. The Scruggs Company – Stafford Wright Water Main Extension – Install water main as per contract
Contacts: Marcey Denny / Contract \$1,329,436.50 / Completion 02/20/2019
Our Key Person: Kenneth Thatcher – Owner

9. City of Valdosta Annex Island Ph II – Design and Construction of Water and Sewer facilities
Contacts: Tom Hess 229-259-3592 / Contract \$ 4,101,394.50 / Completion 08/29/2019
Our Key Person: Kenneth Thatcher – Owner

10. Moody AFB CRH Beddown Project – Site Utilities for Helicopter Pad as per contract
Contacts: DTH Corporation Lafrances Wilder / Contract \$ 816,414.00 / Projected Completion 2/29/2020
Our Key Person: Kenneth Thatcher – Owner

If you have any questions, please feel free to contact me at the above number.

Thank-You,

Kenneth Thatcher

Kenneth Thatcher / President



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. 01177 UC302394
RPI Underground Inc

119 Blanchard Street
Valdosta GA 31601

Utility Contractor

EXP DATE - 04/30/2023 Status: Active
Issue Date: 12/05/2016

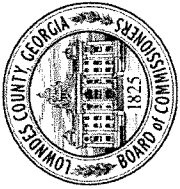


STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
Georgia Construction Industry Licensing Board
LICENSE NO. 01177 UMI02518
Kenneth E Thatcher, II

119 Blanchard St.
Valdosta GA 31601

Utility Manager

EXP DATE - 04/30/2023 Status: Active
Issue Date: 09/26/2016



PROJECT NAME: Exit 22 Watermain Extension
PROJECT LOCATION: Exit 22, Lowndes County, GA

BID SUMMARY SHEET

BID OPENING – March 3, 2022, 11:00 AM

CONTRACTOR NAME	BOND (Y/N)	ADDENDA RECEIVED (Y/N)	TOTAL BID
Standard Contractors	Y	Y	\$495,304.15
RPI	Y	Y	\$448,621.14

Opened By: Clayton Milligan