



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, MARCH 13, 2023, 8:30 AM  
REGULAR SESSION, TUESDAY, MARCH 14, 2023, 5:30 PM  
327 N. Ashley Street - 2nd Floor

**1. Call To Order**

**2. Invocation**

**3. Pledge Of Allegiance To The Flag**

**4. Recognition**

- a. Probation Recognition  
Recommended Action:  
Documents:

**5. Minutes For Approval**

- a. Work Session - February 13, 2023 & Regular Session - February 14, 2023  
Recommended Action: Approve  
Documents:

**6. Public Hearing**

- a. REZ-2023-03 Flannigan, ~8.0 acres, James Road & Smith Street, R-1 to P-D, County Utilities  
Recommended Action: Board's Pleasure  
Documents:
- b. Addition to Basic Decorative Lighting District: Ballantyne Subdivision (81 lots) and Quarterman Estates Subdivision, Phase 4, Section 1 (27 lots)  
Recommended Action: Approve  
Documents:

**7. For Consideration**

- a. Dell Laptop Lease for Signature  
Recommended Action: Board's Pleasure  
Documents:
- b. Abandonment of a Section of Hightower Road  
Recommended Action: Option 1  
Documents:

**8. Bid**

- a. Kinderlou Offsite Well Emergency Repair  
Recommended Action: Approve  
Documents:

b. Francis Lake Sewer Rehab  
Recommended Action: Approve  
Documents:

c. Val-Del Water Main Extension  
Recommended Action: Approve  
Documents:

**9. Reports - County Manager**

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

**11. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Probation Recognition

DATE OF MEETING: March 14, 2023

Work Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON:

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HISTORY, FACTS AND ISSUES: The Probation Department attended the Annual Georgia Professional Association of Community Supervision (GPACS) Mid-Winter Training Conference held in Pine Mountain, Georgia, February 22-24, 2023.

The Georgia Professional Association of Community Supervision is a nonprofit, professional association representing community supervision in Georgia. The membership is comprised of community supervision, parole, juvenile probation, misdemeanor probation and corrections staff employed by the Department of Community Supervision, the Board of Pardons and Paroles, Department of Corrections, county and private misdemeanor agencies who strive in their everyday duties to protect the citizens of the State of Georgia.

The Association is dedicated to professionally training all staff of these agencies so that they may better serve the public.

OPTIONS:

RECOMMENDED ACTION:

DEPARTMENT: Probation

DEPARTMENT HEAD: Ferlisha Rountree

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: REZ-2023-03 Flannigan, ~8.0 acres, James Road & Smith Street, R-1 to P-D,  
County Utilities

DATE OF MEETING: March 14, 2023

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: REZ-2023-03 Flannigan, ~8.0 acres, James Road & Smith Street, R-1 to P-D,  
County Utilities

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HISTORY, FACTS AND ISSUES: This request represents a change in zoning on the subject property from Low Density Residential (R-1) zoning to Planned Development (P-D) zoning, for the development of a 144-unit apartment complex and amenities. In 2022, the applicant requested a speculative C-G zoning, to which the GLPC recommended denial. The applicant then requested tabling by the Board of Commissioners, to speak with the opposition and develop an overall site plan, which was produced and reviewed by the TRC. Staff supported the C-G request as the proposed uses were beneficial to the greater community, but ultimately, the request was withdrawn prior to a final hearing by the Board of Commissioners to pursue the residential development.

The subject property is within the Urban Service Area and a Neighborhood Activity Center Character Area according to the Comprehensive Plan Future Development Map, which permits P-D zoning. Access to the subject property is from either James Road, a County maintained major collector on the West, or Smith Street to the North, a County maintained local road, with the proposed main entrance to the complex off of Smith Street to the North, and secondary access off of James Road to the West.

Aspects of this case worthy of consideration include the following: 1. The subject property abuts R-1 zoning to the North and East, R-21 to the South and West, along with C-H and P-D districts further to the East and South respectively; 2. James Road is a major collector road and designed to support increased traffic activity; 3. The Urban Service Area designation of the property indicates infrastructure is provided, and urban density development is supported on the lot. 4. Staff also discussed reducing the height on one to three of the units as a transition into the surrounding community, for a total of 120-136 units.

The TRC reviewed this application and had no objectionable comments. In addition to the Tree and Vegetation Protection standards of Section 4.07.07, if approved, the minimum buffer required between P-D and Residential zoning districts is at least 15' wide and includes a 6' tall opaque privacy fence, 3 shade trees per 100 linear feet, and 19 shrubs per 100 linear feet.

At the Planning Commission, the opposition presented a petition with 130 signatures from surrounding neighbors, who are generally opposed to any rezoning of the property that doesn't support single-family



homes. Additional concerns included increased traffic on Smith Street, potential impacts on the environment and existing deep wells, and the proximity to Westside Elementary. The GLPC discussed the viability of various developments under the current zoning, before a motion by Commissioner Willis to recommend denial was made, based on the proposed three-story apartments being out of character for the area and the potential for more traffic in proximity to the school. The motion carried (6-2).

- OPTIONS: 1) Approve  
2) Approve with Conditions  
3) Table  
4) Deny

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

January 30, 2023



Lowndes County Board of Commissioners  
327 North Ashley Street  
Valdosta GA 31601

John M. McCall, Vice President  
McCall Architecture  
3308 Country Club Rd.  
Valdosta GA 31605  
229-242-2551  
[johnm@mccallinc.com](mailto:johnm@mccallinc.com)

**Re: Re-zoning of 7.862 Acres located at the intersection of James Rd.  
and Smith Street for Felix A. Flannigan  
(Tax Parcels 0087-163 & 0087-165, to be combined)**

Dear Commissioners,

On Behalf of Mr. Felix A. Flannigan, McCall Architecture submits this letter of intent to rezone 7.862 Acres of land from R-1 to P-D (Planned Development) for the intent of a multi-family development.

Mr. Flannigan's property is:

1. Located in the Urban Service Area;
2. In a "Neighborhood Activity Center" Character Area;
3. On James Road, a collector roadway, where infrastructure has been improved for the purposes of supporting a concentration of activities.

Per the Greater Lowndes 2021 Comprehensive Plan, a Neighborhood Activity Center is intended to be:

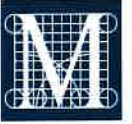
"A neighborhood focal point with a concentration of activities such as general retail, service commercial, professional office, higher-density housing and appropriate public and open space uses easily accessible by pedestrians and bicycles."

Additionally, it defines among the listed permitted Zoning types:

1. Planned Development (P-D)
2. Multi-family Residential (R-M)

In summary, I feel that Mr. Flannigan's proposed P-D Zoning will be compatible with the James Road area as defined by the Lowndes Comprehensive Plan.

3308 Country Club Road  
Valdosta, Georgia 31605  
Mail: PO Box 5146  
Valdosta, Georgia 31603  
P. 229.242.2551  
F. 229.244.8358



Lowndes County Board of Commissioners  
January 30, 2023  
Page Two

Please find attached with this letter the following:

1. Completed re-zoning application.
2. Copy of the most recently recorded property deed
3. List of adjacent property owners consistent with ULDC 10.02.05(A)(5)
4. Boundary Plat Survey consistent with ULDC 10.02.01(A)(4)
5. Site Plan of the proposed development of the property if Re-zoned to P-D

Thank you for your consideration.

Sincerely,

John M. "Mac" McCall





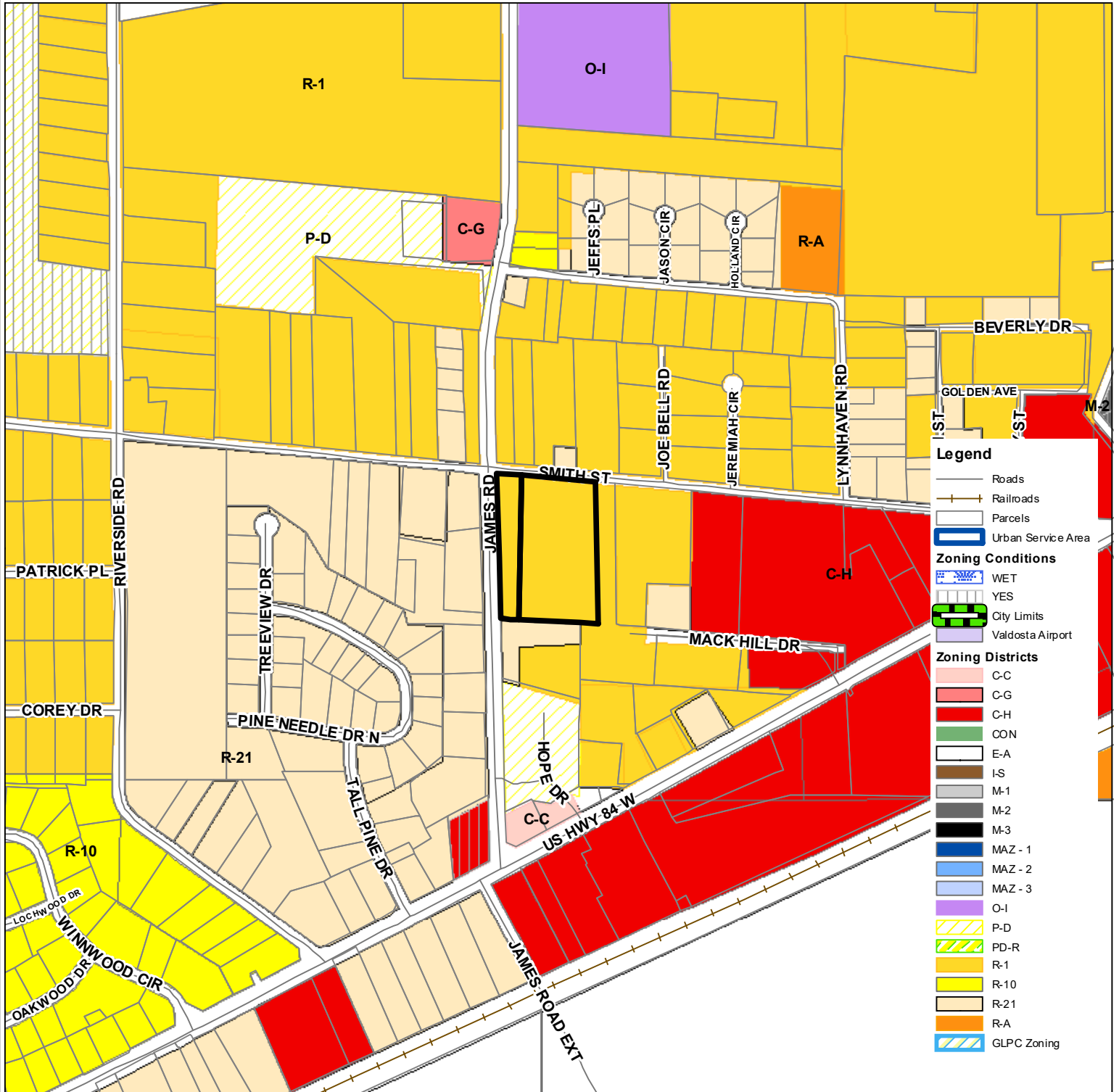


# REZ-2023-03

# Zoning Location Map

Flannigan  
Rezoning Request

**CURRENT ZONING: R-1**  
**PROPOSED ZONING: P-D**



**Legend**

- Roads
- Railroads
- Parcels
- Urban Service Area

**Zoning Conditions**

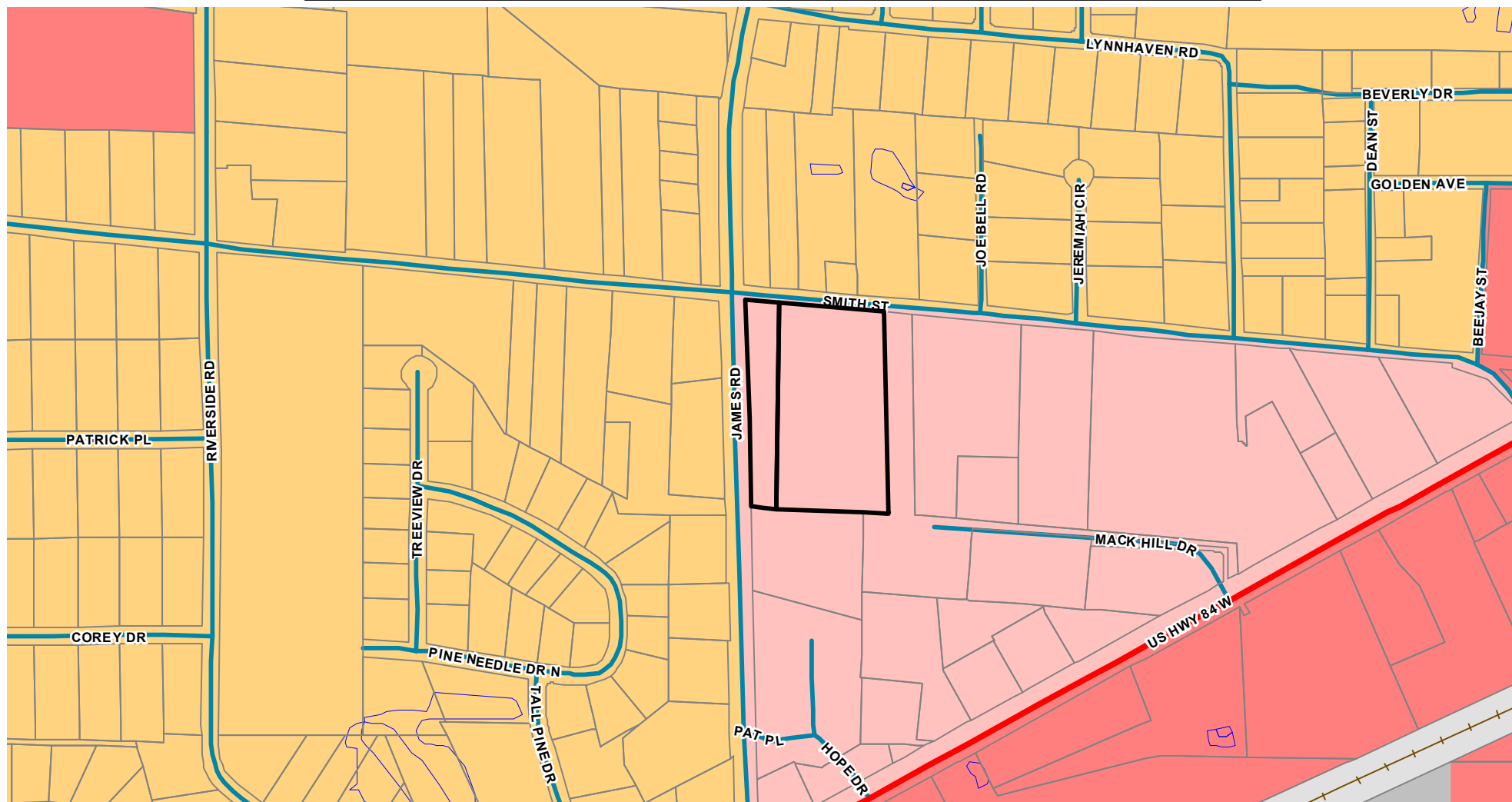
- WET
- YES
- City Limits
- Valdosta Airport

**Zoning Districts**

- C-C
- C-G
- C-H
- CON
- E-A
- I-S
- M-1
- M-2
- M-3
- MAZ - 1
- MAZ - 2
- MAZ - 3
- O-I
- P-D
- PD-R
- R-1
- R-10
- R-21
- R-A
- GLPC Zoning



## Flannigan Rezoning Request



### Roads

#### Functional Classification

- 1, INTERSTATE
- 3, OTHER PRINCIPAL ARTERIAL
- 4, MINOR ARTERIAL
- 5, MAJOR COLLECTOR
- 6, MINOR COLLECTOR
- 7, LOCAL
- Railroads

  Urban Service Area

  City Limits

  Parcels

  Open Water

- Agriculture / Forestry
- Community Activity Center
- Downtown
- Established Residential
- Industrial Activity Center
- Industrial Area
- Institutional Activity Center
- Linear Greenspace/Trails
- Mill Town
- Moody Activity Zone
- Neighborhood Activity Center
- Park/Recreation/Conservation
- Public / Institutional
- Regional Activity Center
- Remerton Neighborhood Village
- Rural Activity Center
- Rural Residential
- Suburban Area
- Transitional Neighborhood
- Transportation/Communication/Utilities





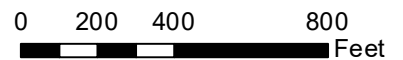
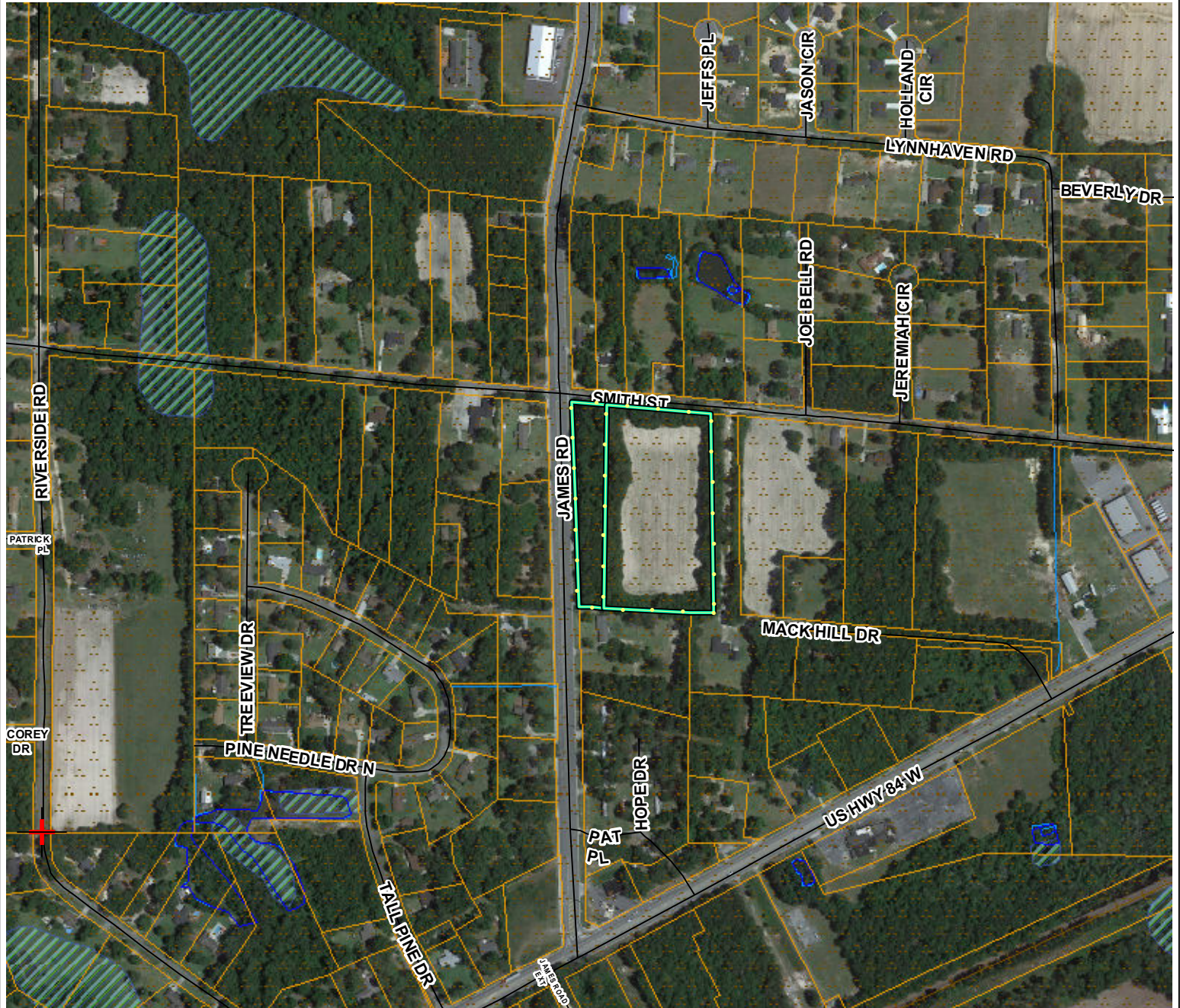
# REZ-2023-03

# WRPDO Site Map

## Legend

- |                      |                    |
|----------------------|--------------------|
| — Roads              | □ Open Water       |
| — Railroads          | ■ Valdosta Airport |
| ■ Park               | ▨ Wetlands         |
| ■ City Limits        | ■ 100 Yr Flood     |
| ● Crashzone          | — Hydrology        |
| ■ Crashzone West     | ■ Drastic          |
| ■ Urban Service Area | ■ Recharge Areas   |
|                      | ■ Parcels          |

## Flannigan Rezoning Request



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Addition to Basic Decorative Lighting District: Ballantyne Subdivision (81 lots) and Quarterman Estates Subdivision, Phase 4, Section 1 (27 lots)

DATE OF MEETING: March 14, 2023

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Addition to Basic Decorative Lighting District: Ballantyne Subdivision (81 lots) and Quarterman Estates Subdivision, Phase 4, Section 1 (27 lots)

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HISTORY, FACTS AND ISSUES: This request concerns petitions to add 81 lots of the Ballantyne Subdivision and 27 lots of Phase 4, Section 1 of the Quarterman Estates Subdivision into the County's basic decorative street lighting district under the Street Lighting Ordinance. For reference, staff has verified that the petitions are ready for Lowndes County Board of Commissioners' consideration, including the verification that at least 2/3 of the owners' signatures for the proposed lot additions have been obtained, and testing the financial solvency of the addition. Additionally, notice for the proposed district has been advertised in the Valdosta Daily Times and signs have been posted to advertise the public hearing on the petition. The current charge for the basic decorative street lighting district is \$61.50 per lot, per year.

Staff recommends adding the 81 lots of the Ballantyne Subdivision and 27 lots of Phase 4, Section 1 of the Quarterman Estates Subdivision, as defined on the petitions, into the County's basic decorative street lighting district through approval of the attached amendment to the current Street Lighting Ordinance.

- OPTIONS: 1. Approval of the Resolution Amending the Street Lighting Ordinance to add the requested lots into the Basic Decorative Street Lighting District
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Planning

DEPARTMENT HEAD: JD Dillard

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**ORDINANCE**

AN ORDINANCE (“THIRTEENTH AMENDMENT”) BEING THE THIRTEENTH AMENDMENT TO THAT CERTAIN ORDINANCE (“STREET LIGHTING ORDINANCE”) CREATING SPECIAL DISTRICTS FOR PROVIDING STREET LIGHTING THEREIN, FOR THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS TO PAY THE COST OF PROVIDING STREET LIGHTING THEREIN, AND FOR OTHER PURPOSES, ADOPTED BY THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY ON MARCH 27, 2018.

WHEREAS, Jerry Stoker, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 1 through 81 of the Ballantyne Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment I);

WHEREAS, William Touchton, (“Petitioner”) submitted to the County Manager Petitions for the Addition of Lots 1 through 15 and 39 through 50 of Phase 4, Section 1 of the Quarterman Estates Subdivision, to the Basic Decorative Street Lighting District for the purpose of such Lots receiving Basic Decorative Street Lighting (the “Petition”; copies of which are attached hereto as Attachment II);

WHEREAS, Notice of the Petitions and the public hearing before the Board of Commissioners at which the Petitions are presented was published in the official legal organ of Lowndes County at least one time no less than ten (10) days prior to such public hearing; and

WHEREAS, the Petitions are found to meet the requirements of the Street Lighting Ordinance for presentation to the Board of Commissioners for its consideration and approval, including without limitation pursuant to Section 7(t) of the Street Lighting Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA (“Board of Commissioners”), and it is hereby ordained by authority of the same, including without limitation, pursuant to the lawful authorities cited in the Street Lighting Ordinance, as follows:

1. The Street Lighting Ordinance is hereby amended as follows:
  - a. The Petitions are hereby accepted and approved, the Lots set forth in the Petitions are hereby added to the Basic Decorative Street Lighting District, and such Lots shall receive as of the Commencement Date Basic Decorative Street Lighting pursuant to the terms, conditions and requirements (including without limitation the levy and collection of a special assessment which is a lien against each Lot) of the Street Lighting Ordinance.

- b. To reflect such addition of the Lots set forth in the Petitions to the Basic Decorative Street Lighting District, the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 11/2022” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – North West Lowndes County 2 – Revised 03/2023” attached as Attachment III to this Thirteenth Amendment, and the page “Exhibit B - Basic Decorative – South Central Lowndes County 2 – Revised 11/2022” of the Street Lighting Ordinance is hereby deleted in its entirety and replaced with the page “Exhibit B - Basic Decorative – South Central Lowndes County 2 – Revised 03/2023” attached as Attachment IV to this Thirteenth Amendment.
2. Capitalized terms not otherwise defined in this Thirteenth Amendment shall have the same meaning as ascribed to them in the Street Lighting Ordinance, unless the context herein clearly requires otherwise.
  3. The singular and plural in this Thirteenth Amendment each includes the other unless the other is expressly excluded.
  4. Each separate provision of this Thirteenth Amendment is deemed independent of all other provisions herein so that if any portion or provision of this Thirteenth Amendment is declared invalid or unconstitutional by a court of competent jurisdiction, all other provisions therein shall remain valid and enforceable without regard to the section, subsection, paragraph, or part invalidated or held unconstitutional.
  5. All terms, conditions, and provisions of the Street Lighting Ordinance as amended in and by this Thirteenth Amendment are hereby ratified and confirmed and shall remain in full force and effect.
  6. All ordinances and resolutions of the Board of Commissioners, or parts of ordinances and resolutions of the Board of Commissioners, in conflict herewith are hereby repealed.
  7. This Ordinance shall be effective as of the date it is approved by the Board of Commissioners.

IT IS SO ORDAINED, this \_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY

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

ATTEST: \_\_\_\_\_  
 Belinda Lovern, County Clerk









**PETITION FOR ADDITION TO STREET LIGHTING DISTRICT**

**Basic Decorative Street Lighting District**

This Petition is submitted pursuant to Section 6 of the Ordinance Creating Special Districts for Providing Street Lighting adopted by the Board of Commissioners March 17, 2018. Capitalized terms in this Petition have the meaning ascribed to them in the Ordinance.

This Petition is submitted for a proposed Addition to the Basic Decorative Street Lighting District.

Attachment 1 is a plat or map depicting the Lots in the proposed Addition, adjoining Streets, and locations of existing and/or proposed Street Lights in the proposed Addition.

Attachment 2 are Signatories to this Petition. A Petition for an Addition must be signed within 120 days preceding submission by the owners of record of at least 67% of the Lots in the proposed Addition.

Petitioner is authorized to represent each Signatory with regard to the Petition. The County Manager may communicate with each Signatory by communicating with Petitioner who shall be responsible for relaying all communications of the County Manger to each Signatory.

The annual assessment levied by the Ordinance against each Lot in the Basic Decorative Street Lighting District is \$61.50.

Concurrent with submitting a Petition, Petitioner shall pay the County a processing fee of \$200.

The County is not responsible to install or to pay the cost to install Street Lights in the Addition.

         Street Lights are installed in the proposed Addition.

  X   Street Lights are not installed in the proposed Addition.

Colquitt EMC will install the Street Lights.

Colquitt EMC will pay the cost to install the Street Lights.

Petitioner: William R Touchton Jr William R Touchton JR 2-15-23  
Signature Printed Name Date

11094 white water Rd Valdosta GA 229 561 1253 wptouchton@gmail.com  
Mailing Address Telephone Email



The intent of this petition is to gather signatures from property owners indicating support of a Special Lighting District for the purpose of streetlights. An annual assessment in the amount of \$ 61.50 will be levied on each property in the District by way of the annual property tax statement. This petition requires the signatures of at least 2/3 (or 67%) of the property owners within the proposed district indicating support for the Special Lighting District.

<u>Printed Name</u>	<u>Signature</u>	<u>Street Address/Lot #</u>	<u>Daytime Telephone #</u>
<u>E-Mail Address</u>	<u>Date Signed</u>		
wqfoughton@gmail.com	2-15-23		229 561 1253

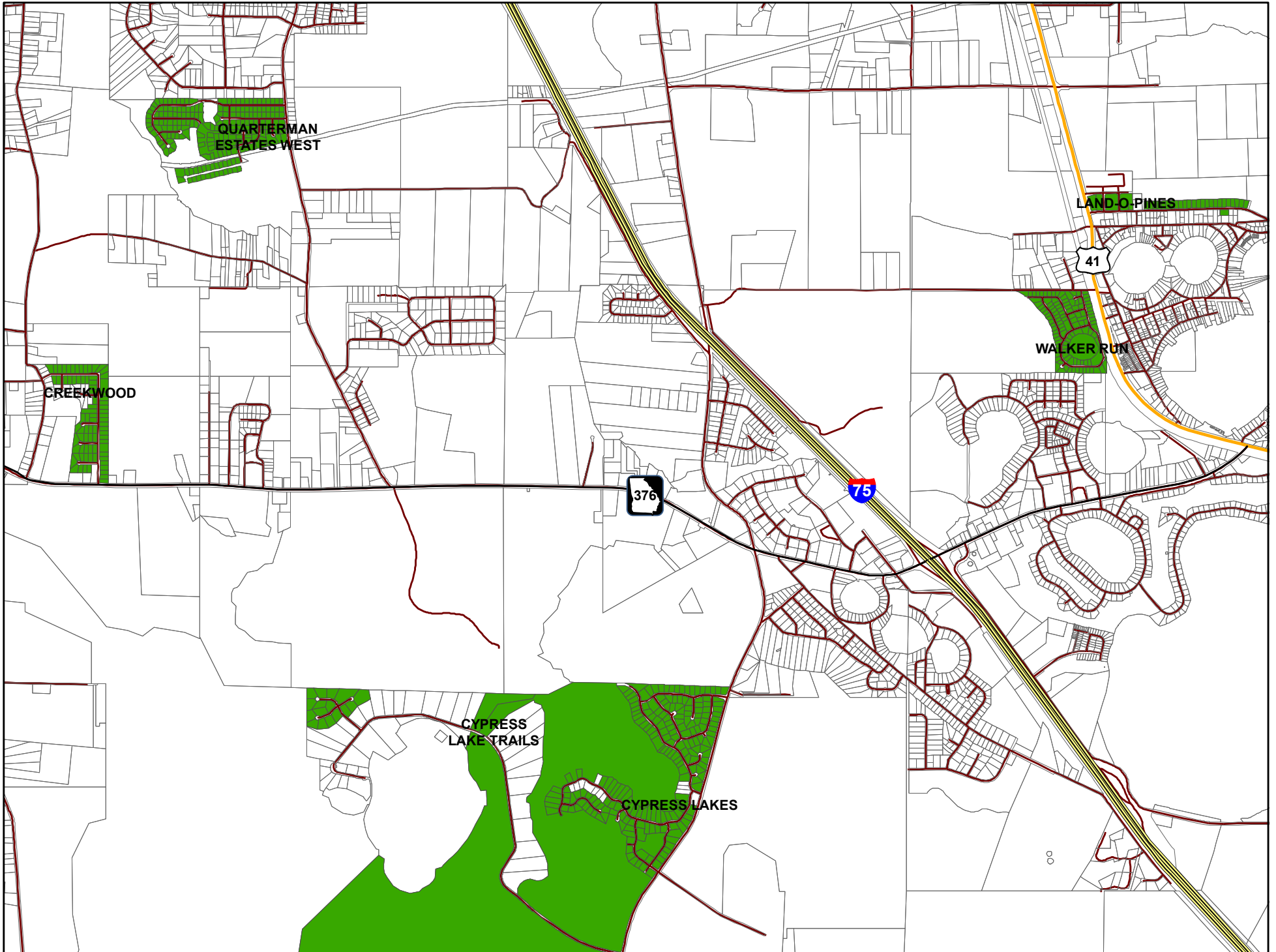
Quarterman Estates, LLC Phase 4 Sec 1 sole owner			
Lots 1-15	15		
Lots 39-50	12		
Total Lots	27		



Exhibit B - Basic Decorative - North West Lowndes County 2 - Revised 03/2023



Exhibit B - Basic Decorative - South Central Lowndes County 2 - Revised 03/2023



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Dell Laptop Lease for Signature

DATE OF MEETING: March 14, 2023

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Dell Laptop Lease

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HISTORY, FACTS AND ISSUES: On January 9, 2023, the request to purchase Dell laptops through a Dell lease was presented to the Board for approval. Once that was approved, Dell submitted the lease agreement for signature. Attached is the Lease Purchase schedule for signature that will fall under the Master Lease Agreement already in place between the Lowndes County Board of Commissioners and Dell Technologies. Also presented are the equipment list under Exhibit A and the amortization Schedule under Exhibit B.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Abandonment of a Section of Hightower Road

DATE OF MEETING: March 14, 2023

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Abandonment of a Portion of Hightower Road

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HISTORY, FACTS AND ISSUES: Staff has worked with the Air Force to relocate a section of Hightower Road for purposes of promoting the security of aircraft at Moody Air Force Base (AFB). The project anticipates abandoning the highlighted 1693.52 foot section of the road located proximate to Moody AFB.

In order for a section of a county road to be abandoned, Georgia statute requires an initial determination either (a) "that the section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it" or (b) "that its removal from the county road system is otherwise in the best public interest," or both. If the Board makes either or both of these determinations, the statute provides for notice to adjoining property owners, notice to the public by newspaper publication, and a public hearing. After the public hearing, the Board "may declare that section of the county road system abandoned."

Removing the highlighted section of Hightower Road from the county road system is in the best public interest for the reason that it will promote the security of aircraft at Moody Air Force Base.

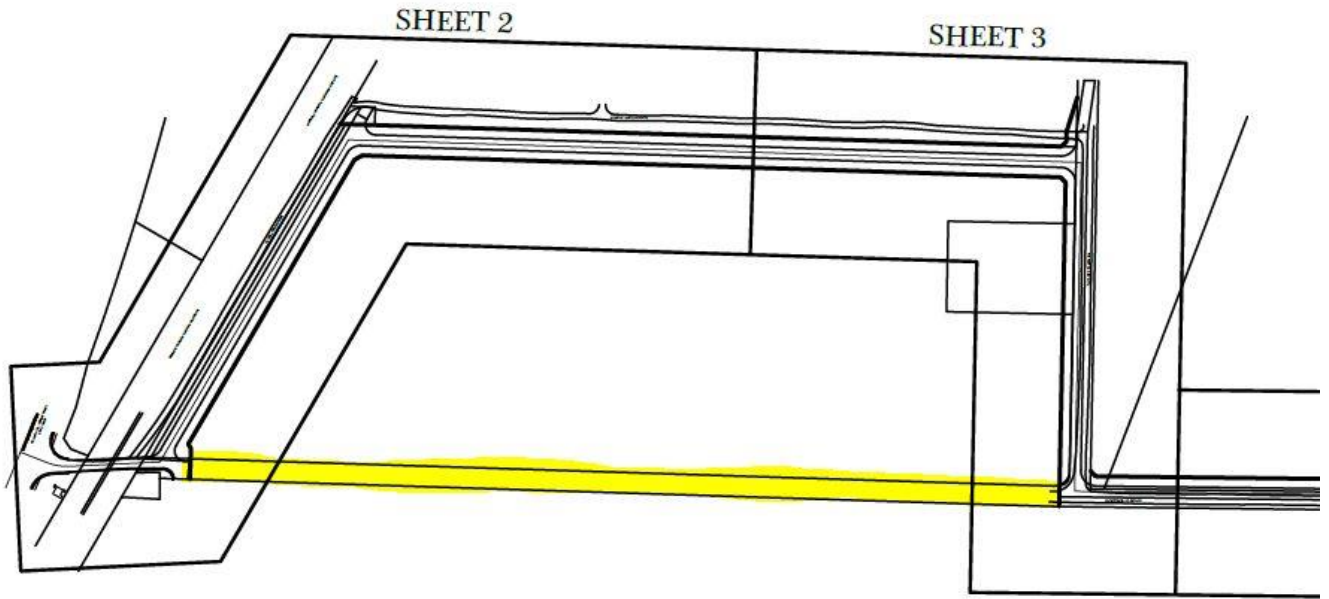
OPTIONS: 1. Determine that removal of the highlighted section of Hightower Road from the county road system is in the best public interest.  
2. Redirect

RECOMMENDED ACTION: Option 1

DEPARTMENT: Engineering

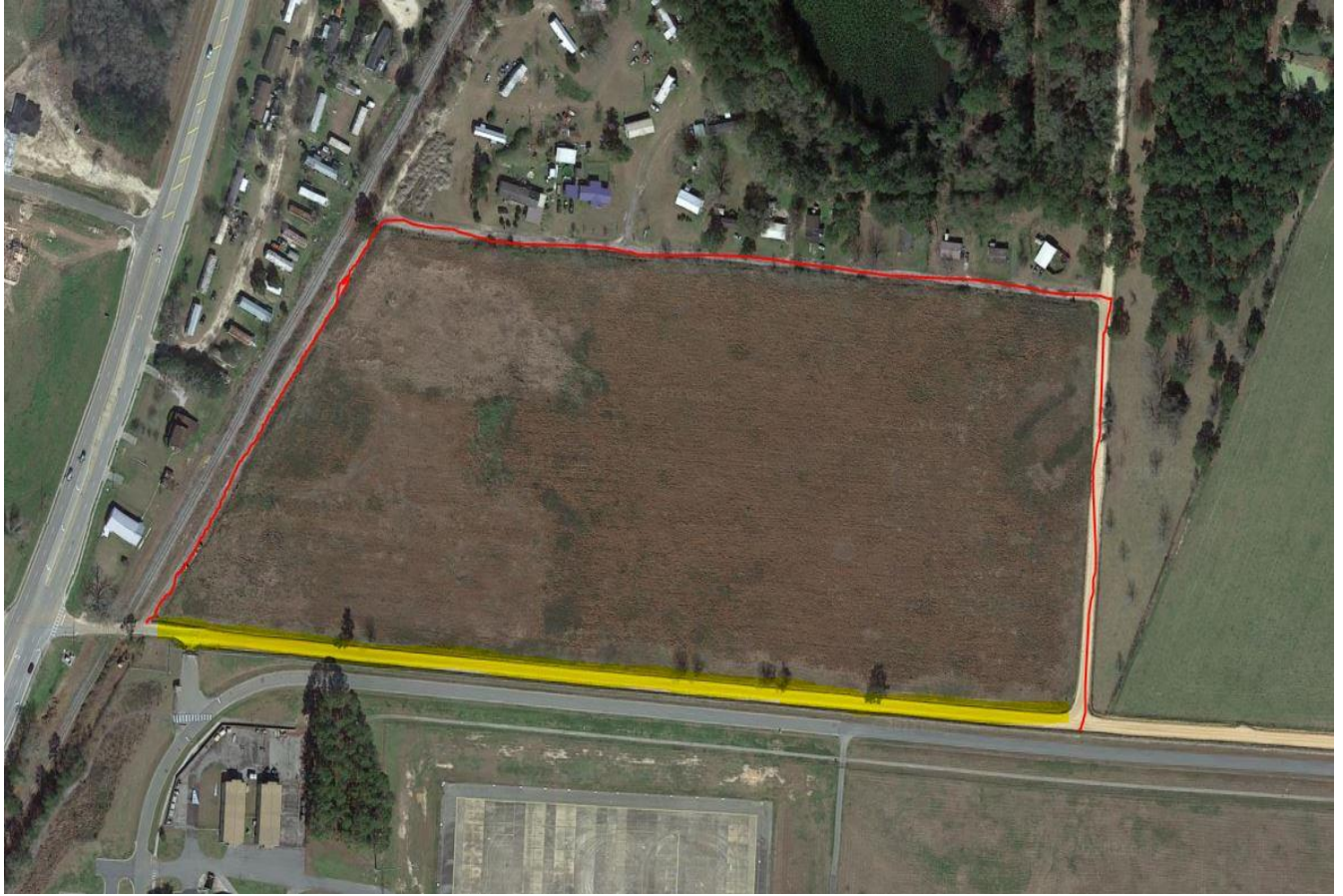
DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



The portion of Hightower Road to be Abandoned is highlighted in yellow. This distance is 1,693.52.





**The yellow highlighted area is the portion of Hightower Road to be abandoned.**

**The red highlight is the new right of way and road.**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Kinderlou Offsite Well Emergency Repair

DATE OF MEETING: March 14, 2023

Work Session/Regular Session

BUDGET IMPACT: \$26,585.50

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Kinderlou Offsite Well Emergency Repair

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HISTORY, FACTS AND ISSUES: The offsite Kinderlou well utilizes a line shaft turbine pump. During routine maintenance, staff noticed excessive noise and vibration when the pump was running. Goforth Pump Service observed and recommended pulling the pump. When the pump was removed, the bushings were worn out and the pump needed rebuilding. Additionally, the drop pipe below the water line needs to be replaced due to excessive corrosion. Goforth Pump Service submitted a quote for \$26,585.50 for supplies, labor, and equipment to complete the job and place the pump back in service. As there are only two wells that supply the Kinderlou Water Treatment Plant (WTP), staff deemed this an emergency repair. Staff recommends approval for Goforth Pump Service to complete the repairs to the Kinderlou offsite well for \$26,585.50.

OPTIONS: 1. Approve Kinderlou Offsite Well Emergency Repair.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

GOFORTH PUMP SERVICE, INC  
 851 Whiddon Mill Road  
 Sumner, Georgia 31789  
 229-777-9997 24 Hr Serv.

283585

3-1-23

Kinderlou Offsite Well

To

Lowndes  
 County Utilities

Salesperson	Job	Payment Terms	Due Date
		Due on receipt	

Qty	Description	Unit Price	Line Total
1	Repair 586 12 HH pump		3050.00
20	Clean and straighten shafts		1050.00
20	1¼ shaft couplings		1280.00
20	Brass 2"x1½" bushings and installation 10"x2" retainers		2898.00
1	Clean and paint head and pump		950.00
1	Packing box repair		415.00
	Optional		
8	10' column pipe		9936.00
1	5' column pipe		586.50
1	10' tail pipe with SS strainer		1500.00
	Labor and winch service		4920.00
		Subtotal	
		Sales Tax	
		Total	\$26,585.50



Make all checks payable to Company Name

***Thank you for your business!***

Company Name Street Address City, ST ZIP Code Phone: Phone Fax: Fax Email

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Francis Lake Sewer Rehab

DATE OF MEETING: March 14, 2023

Work Session/Regular Session

BUDGET IMPACT: \$225,910.30

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Francis Lake Sewer Rehab

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HISTORY, FACTS AND ISSUES: Last fall, during an emergency repair on a section of gravity sewer, staff determined that 2200 feet of the sewer main at Francis Lake was in need of repair or replacement. After consulting with Lovell Engineering Associates (LEA), the Cure In Place Pipe (CIPP) looks to be the best option. Staff advertised the project and received four bids. Insituform Technologies was the low bidder at \$225,910.30. Staff recommends approval and authorizes the chairman to sign the contract with Insituform for \$225,910.30.

OPTIONS: 1. Approve Francis Lake Sewer Rehab.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



PROJECT NAME: Francis Lake Sewer Rehabilitation

### BID SUMMARY SHEET

BID OPENING – FEBRUARY 15, 2023 @ 2:00 PM

CONTRACTOR NAME	UNDERGROUND CONTRACTOR LICENSE (Y/N)	BOND (Y/N)	ADDENDA RECEIVED (Y/N)	TOTAL BID
JWA	YES	Y	N/A	\$ 309,471.36
VORTEX SERVICES, LLC	YES	Y	N/A	\$ 254,389.85
BCU, LLC	YES	Y	N/A	\$ 349,588.03
INSITUFORM TECH, LLC	YES	Y	N/A	\$ 225,910.30

Opened By: Jeff Lovelace

**LOWNDES COUNTY BOARD OF COMMISSIONERS  
CONTRACT AGREEMENT**

This agreement made and entered into this 14th day of March, 2023 and between the Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and Insituform Technologies, LLC, party of the second part (hereinafter called the Contractor), who have been duly authorized to execute this agreement.

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

**Francis Lake Sewer Rehabilitation**

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:

Two hundred and twenty five thousand nine hundred and ten and 30/00

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 for the base bid, except as otherwise provided in these documents for extension of the time limit, within 90 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:

Insituform Technologies, LLC  
580 Goddard Avenue  
Chesterfield, MO 63005

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 14th day of March, 2023

The \_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Chairman of  
Board of Commissioners

By: \_\_\_\_\_  
Contractor

Recommended: \_\_\_\_\_  
County Manager

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

Witness for Lowndes County:

Witness for Contractor:

\_\_\_\_\_  
County Clerk

## LOWNDES COUNTY BOARD OF COMMISSIONERS CONTRACT CONDITIONS

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



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

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

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

END OF SECTION

**NOTICE OF AWARD**

To: Insituform Technologies, LLC  
580 Goddard Avenue  
Chesterfield, MO 63005

PROJECT DESCRIPTION: Francis Lake Sewer Rehabilitation

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 proposal has been accepted for items in the amount of: \$ 225,910.30

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

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

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

Dated this 14th day of March, 2023

Lowndes County Board of Commissioners

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

TITLE: Chairman, Bill Slaughter

CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**NOTICE TO PROCEED**

**DESCRIPTION: Francis Lake Sewer Rehabilitation**

You are hereby notified to commence WORK, in accordance with the Agreement dated \_\_\_\_\_, 2023 on or before \_\_\_\_\_, 2023 and you are to complete the work within 180 consecutive calendar days thereafter. The date of substantial completion of the work is therefore \_\_\_\_\_, 2023.

Lowndes County Board of Commissioners

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

TITLE: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Contractor: \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

TITLE: \_\_\_\_\_

Employer Identification

Number: \_\_\_\_\_

END OF SECTION

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Val-Del Water Main Extension

DATE OF MEETING: March 14, 2023

Work Session/Regular Session

BUDGET IMPACT: \$980,051.00

FUNDING SOURCE:

- Annual
- Capital
- ARPA
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Val-del Water Main Extension

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HISTORY, FACTS AND ISSUES: The Utilities Department advertised bids to extend the watermain on Val-Del Road from Lucas Richardson Road to McMillian Road. The work involves the installation of +/- 7,250 linear feet of 16" HDPE water main, fire hydrants, valves, bores, and all other appurtenances necessary to complete the project. Four bids were received with James Warren and Associates (JWA) submitting the low bid of \$980,051.00. Radney Plumbing, Inc. (RPI) was the next lowest bidder at \$1,227,670.25. Staff recommends awarding the contract to James Warren & Associates for \$980,051.00, and authorize the Chairman to sign the contract.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

February 6, 2023

2:00 P.M.



Carter & Sloope  
CONSULTING ENGINEERS

**BID OPEN FORM**  
for the  
**City of Lowndes County**  
**Val Del Road Water Improvements**

<b>OWNER:</b> Lowndes County Board of Commissioners 327 N. Asheley Street Valdosta, GA 31601		<b>ENGINEER</b> Carter & Sloope, Inc. 24 1st Ave. N.E. Moultrie, GA 31768	
<b>CONTRACTOR</b>	<b>BID BOND</b>	<b>ADDENDA</b>	<b>BASE BID</b>
Greens Backhoe Inc. 215 County Line Road Thomasville, GA 31792			NA
Legacy Water Group 10130 Bob Williams Pkwy Covington, GA 30014			\$1,324,976.00
James Warren & Associates 2001 West Savannah Ave Valdosta, GA 31601			\$980,051.00
Popco, Inc. 1705 Krug Street Albany, GA 31705			\$2,191,479.50
RPI Underground, Inc. 119 Blanchard Street Valdosta, GA 31601			\$1,227,670.25

**SECTION 00500  
AGREEMENT**

THIS AGREEMENT is dated as of the 14th day of March in the year 2023,  
by and between the Lowndes County Board of Commissioners (hereinafter called OWNER) and  
James Warren & Associates, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work shall involve the installation of +/- 7,250 linear feet of 16" HDPE water main, fire hydrants, valves, bores, and all other appurtenances necessary to complete the project in accordance with the specifications and construction drawings.

**ARTICLE 2. ENGINEER.**

The Project has been designed by **CARTER & SLOOPE, INC.** who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME.**

- 3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work within 150 consecutive calendar days from the "Notice to Proceed" date.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1.

#### **ARTICLE 4. CONTRACT PRICE.**

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current as follows:

Nine hundred eighty thousand, fifty-one Dollars (\$980,051.00).

#### **ARTICLE 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 5.1.1, 5.1.1.2 and 5.2 below. All such payments will be measured by the schedule of values established in paragraph 14.1 of the General Conditions.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made:

5.1.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, including but not limited to liquidated damages, in accordance with paragraph 14.2 of the General Conditions.

90% of the work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

90% of the Cost of the Work (with the Balance being retainage) applicable to materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).



5.1.1.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less 200 percent of the Market value of the Work remaining and less such amounts as Engineer shall determine in accordance with Paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.7 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

## **ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## **ARTICLE 7. CONTRACT DOCUMENTS.**

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement
- 7.3 Performance and other Bonds
- 7.4 Notice of Award
- 7.5 General Conditions
- 7.6 Supplementary Conditions
- 7.7 Specifications bearing the title Val Del Road Water Improvements and consisting of divisions as listed in table of contents thereof.
- 7.9. Addenda numbers 0 to 0, inclusive.
- 7.10. CONTRACTOR's Bid
- 7.11. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 7.13. The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

## ARTICLE 8. MISCELLANEOUS

- 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 8.4. Any provision or part of the Contract documents held void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 8.5. No delay or failure by OWNER to exercise any right under this Agreement, no custom or practice of the parties at variance with the terms hereof shall constitute a waiver, and no partial or single exercise of such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

(Continues on next page)

**ARTICLE 9. OTHER PROVISIONS.**

IN WITNESS WHEREOF. OWNER and CONTRACTOR have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on March 14, 2023.

OWNER

CONTRACTOR

By \_\_\_\_\_

By \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

Address for giving notices

Address for giving notices

Lowndes County Board of Commissioners

James Warren & Associates, Inc.

327 N. Ashley Street

2001 West Savannah Ave.

Valdosta, GA 31601

Valdosta, GA 31601

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

License No. \_\_\_\_\_

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

**END OF SECTION**