



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, FEBRUARY 26, 2024, 8:30 AM  
REGULAR SESSION, TUESDAY, FEBRUARY 27, 2024, 5:30 PM  
327 N. Ashley Street - 2nd Floor

- 1. Call To Order**
- 2. Invocation**
- 3. Pledge Of Allegiance To The Flag**
- 4. ULDC Text Amendment ( TXT-2024-01) Update Presentation (Work Session)**
- 5. Minutes For Approval**
  - a. Work Session - January 22, 2024, Regular Session - January 23, 2023, & Work Session - February 12, 2024  
Recommended Action: Approve  
Documents:
- 6. For Consideration**
  - a. Clyattville Tower Replacement  
Recommended Action: Board's Pleasure  
Documents:
  - b. Kinderlou-Clyattville Road Right of Way Purchases  
Recommended Action: Approve  
Documents:
  - c. Briggston Road Paving and Drainage Improvements, P.I.0016275 Supplemental Agreement No. 1  
Recommended Action: Approve  
Documents:
  - d. Acceptance of Infrastructure for Quarterman Estates Phase 4, Section 2  
Recommended Action: Approve  
Documents:
  - e. Spring Creek Well Pilot Study  
Recommended Action: Approve  
Documents:
- 7. Bid**
  - a. Bid to Upgrade the Main Elevator at the Human Resource Building  
Recommended Action: Approve  
Documents:
  - b. Bid to Repair Buildings at the 4-H Camp

Recommended Action: Option 1

Documents:

- c. Bid to Repair the Roof of the Governmental Building

Recommended Action: Option 1

Documents:

- d. Golden Oaks Subdivision Force Main

Recommended Action: Approve

Documents:

**8. Reports - County Manager**

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

**10. Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Clyattville Tower Replacement

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$47,884.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Clyattville Tower Replacement

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HISTORY, FACTS AND ISSUES: During Hurricane Idalia, the Clyattville tower was destroyed. This tower provided all connectivity for the Clyattville Fire Department, to include telephony, computer network connections, and video. Attached is the quote to replace the tower with grounding and labor to restore connectivity to this location.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# Estimate

## Tower Services of South Georgia, LLC

3028 Moore Crossing Rd  
Valdosta, Ga. 31606

Date	Estimate No.
02/06/2024	1487
Phone #	229-292-5474
Fax #	229-242-3191

To:

Lowndes Information Technology Services PO Box 1349 Valdosta Ga 31603-1349
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terrycreasy@towerservicesofsouthgeorgia.com

Site Name
Clyattville

Qty	Item Code	Description	Price Each	Total
		Foundation (Pier & Pad)		
120	Hrs Labor		60.00	7,200.00
	Subcontractor	Dig Foundation 16' x 16' x 5', Backfill, Remove or Spread Excess Dirt.	3,000.00	3,000.00
20	#4 Rebar	20 Ft.	14.00	280.00
56	#6 Rebar	20 Ft	25.00	1,400.00
1	Tube	20 ft Concrete Encasement Form	270.00	270.00
18	Yds /4000 Lb	Concrete 4000 PSI	138.00	2,484.00
	Misc	Forms Boards and Hardware If Needed	450.00	450.00
	Tower	Rohn 120 ft Self Supporting Solid Leg Tower	25,398.00	25,398.00
60	Hrs Labor	Assemble Tower, Stack Tower, Install dish and cat 5 cable	60.00	3,600.00
	Crane	Rental	1,600.00	1,600.00
20	Hrs Labor	Ground Tower	60.00	1,200.00
200	#2 Solid Copper	Bare	1.86	372.00
10	Ground Rod 5/8	8 Ft	15.00	150.00
12	Cad Weld Shot		15.00	180.00
1	Backhoe	Days Rental	300.00	300.00
<b>Total</b>				<b>\$47,884.00</b>

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Kinderlou-Clyattville Road Right of Way Purchases

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$274,765.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Kinderlou-Clyattville Road Right of Way Purchases

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HISTORY, FACTS AND ISSUES: Staff has negotiated the purchase of the Right of Way (ROW) for Parcels 1-2, 6A-43 for the Kinderlou-Clyattville Road TSPLOST project. The attached detailed schedule identifies the property, the grantor, and the purchase price for each parcel.

OPTIONS: 1. Approve the acquisitions from the listed grantors of the identified properties for the purchase price for each property, as set forth in the attached detailed schedule.  
2. Redirect.

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Kinderlou-Clyattville Rd. TSPLOST Project  
Detailed Schedule re: Acquisitions of Parcels  
List of Parcels for 2/13/24 BoC Meeting

Parcel	Grantor	Total Purchase Price
1	Geraldine Allbritton	\$ 3,421.00
2	Stephen D. Zipperer and Ivey Zipperer	\$ 1,628.00
6A	Reames Family LLLP	\$ 718.00
6B	Reames Family LLLP	\$ 2,450.00
7	Reames Family LLLP	\$ 2,048.00
8	Dorothy C. Cambridge	\$ 552.00
9	Erma Jean McCoggle	\$ 500.00
10	Reames Family LLLP	\$ 11,340.00
11	Feed My Sheep Miniistries, Inc.	\$ 500.00
12	Reames Family LLLP	\$ 13,902.00
13	Darrell Scott Stewart, Jr.	\$ 2,802.00
13A	David Lee and Heidi Renee Kelehar	\$ 2,049.00
14	Shawn D. and Renee E. Tyson	\$ 2,414.00
15	Maria annd Aalejandro Zapata	\$ 13,107.00
16	Mary Kate Hitchcock	\$ 4,000.00
17	CMH Family Farm LLP	\$ 3,000.00
18	Claude Robert Blanton, Jr. and Laura S. Blanton	\$ 900.00
19	Claude Robert Blanton, III	\$ 2,723.00
20	Joshua Clinton Jackson and Melissa Blanton Jackson	\$ 5,445.00
21	Charles Cowart	\$ 1,283.00
22	Charles Cowart	\$ 2,393.00
23	Cowart & Son Development Co. Inc.	\$ 1,043.00
24	Charles Cowart	\$ 900.00
25	Barbara Chaney Moore	\$ 1,445.00
26	Robert and Glenda Bryant	\$ 1,468.00
27	William E. Richardson	\$ -
28	Charles Cowart	\$ 585.00
29	Charles Cowart	\$ 563.00
30	Cowart & Son Development Co. Inc.	\$ 500.00
31	Charles Cowart	\$ 6,234.00
32	Reames Family LLLP	\$ 9,366.00
33	Lance E. Lehman	\$ 1,708.00
34	Reames Family LLLP	\$ 2,699.00
35	Reames Family LLLP	\$ 136,925.00
36	John Grayson and Cassandra Grayson	\$ 9,000.00
37	Dorothy Cambridge	\$ 1,192.00
38	Reames Family LLLP	\$ 981.00
39	Reames Family LLLP	\$ 1,440.00
40	Reames Family LLLP	\$ 3,041.00
41	Robert Harley Langdale	\$ -
42	William K. Barrett	\$ 1,500.00
43	H. Merita Z. Humphrey and Varina Z. Felts	\$ 17,000.00

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Briggston Road Paving and Drainage Improvements, P.I.0016275  
Supplemental Agreement No. 1

DATE OF MEETING: February 27, 2024

Work Session/Regular  
Session

BUDGET IMPACT: \$1,115,000.00

FUNDING SOURCE:

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

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

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HISTORY, FACTS AND ISSUES: The original agreement dated 03/14/2021 with the Georgia Department of Transportation has a "not to exceed amount" of \$2,525,000.00 for the Briggston Road Paving and Drainage Improvements. Staff asked the TIA office for an additional funding request to cover the cost difference between the actual cost of the project and the agreement amount, of which is \$1,114,709.16. After reviewing the initial TIA budget, bid amount, and projected tax collections for TIA, the TIA office has agreed to provide additional funds of \$1,115,000.00 to cover the total cost of the project.

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

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

*Lowndes County*  
*Board of Commissioners*  
*Bill Slaughter, Chairman*



*Joyce E. Evans, District 1*  
*Scott Orenstein, District 2*  
*Mark Wisenbaker, District 3*  
*Demarcus Marshall, Ph.D. District 4*  
*Clay Griner, District 5*

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*Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-5222*

January 17, 2024

Brent Moseley  
TIA Regional Coordinator  
204 N Highway 301  
Jesup, GA 31546

RE: Additional Funding Request for Briggston Road – PI-0016275

Brent,

Lowndes County is requesting additional funding assistance for the Briggston Road Grading, Base, Drainage and Paving Project, PI-0016275. The total cost of the road construction project is \$2,611,309.00 with an additional \$438,537.00 for the installation of the railroad crossing for a total construction cost of \$3,049,846.00. We currently have \$2,115,000 in funding allocated towards construction. Finally, we have a final invoice for Preliminary Engineering for \$179,863.16. Therefore, the construction deficit is \$934,846.00, nearly half of this deficit is from the cost for the railroad crossing which was an unexpected cost for the project, plus the PE overage for a total deficit of \$1,114,709.16.

We just recently finalized the Old US 41 widening project and had a surplus balance of \$463,128.93. We are requesting that the surplus balance from the Old US 41 project be transferred to the Briggston Project as well as inflation funding be added to the project in order to cover the deficit caused due to the unexpected cost for the railroad crossing and the inflation of construction.

Thank you for your assistance in this matter. If you need any additional information regarding this matter, please let me know.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Michael Fletcher", is written over a series of horizontal lines.

Michael Fletcher, P.E.  
Lowndes County Engineer





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

January 18, 2024

Mr. Michael Fletcher, County Engineer  
Lowndes County  
327 North Ashley Street  
Valdosta, GA 31601

**SUBJECT: PI# 0016275, SGRC-114, Briggston Road  
CID#  
Additional TIA Funds**

Mr. Fletcher:

The Department is in response to your letter dated January 17, 2024 requesting additional TIA funds due to inflation for the above referenced project. After review of the projects initial TIA budget, bid amount, and projected tax collections for TIA, the TIA Office has agreed to provide additional TIA funds to the TIA budget which will result in the following TIA budget revisions:

PI #	Project	Original TIA Budget	Additional TIA Funds	Revised TIA Budget
0016275	Briggston Road Paving and Drainage Improvements	\$2,525,000.00	\$1,115,000.00	\$3,640,000.00

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

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

Sincerely,

Kenneth Franks,  
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager  
George Brewer, TIA Project Manager  
Bobby Adams, TIA Procurement Administrator  
Project File



# SUPPLEMENTAL AGREEMENT NO. 1

By and Between

**THE GEORGIA DEPARTMENT OF TRANSPORTATION**

and

**LOWNDES COUNTY**

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

WHEREAS, the DEPARTMENT and the LOCAL GOVERNMENT heretofore on March 14, 2021, entered into an Agreement, hereinafter called the "Original Contract", for the purpose of having the LOCAL GOVERNMENT provide all or part of the Construction, Maintenance, and Operation of the following projects:

**1) Briggston Road Paving and Drainage Improvements, P.I. 0016275**

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

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

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

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated March 14, 2021, is hereby modified as follows:

1. The first paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT is deleted in its entirety and the following is inserted in lieu thereof:

"It is understood and agreed that the total cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS."

2. Item numbered 1) following the second paragraph of Subsection C in ARTICLE VI, COMPENSATION AND PAYMENT is deleted in its entirety and the following is inserted in lieu thereof:

**"1) Briggston Road Paving and Drainage Improvements, P.I. 0016275: THREE MILLION SIX HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (\$3,640,000.00)"**

3. All terms and conditions of the Original Contract, dated March 14, 2021, shall remain in full force and effect, except as modified, changed, or amended by this Supplemental Agreement Number 1.

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

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

DEPARTMENT OF TRANSPORTATION

LOWNDES COUNTY, GEORGIA

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[Seal]

\_\_\_\_\_  
Printed Name/Title

[Affix Seal Here]

ATTEST:

ATTEST:

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

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Federal Employer Identification Number

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for Quarterman Estates Phase 4,  
Section 2

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Acceptance of Quarterman Estates Phase 4 Section 2

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HISTORY, FACTS AND ISSUES: Quarterman Estates Subdivision Phase 4, Section 2 is located in the southern portion of Lowndes County, off of White Water Road and includes 33 lots. Engineering and Utilities staff have made the final inspections of the construction. All construction and paperwork have been completed.

OPTIONS: 1. Adopt the Resolution accepting Infrastructure for Quarterman Estates Subdivision Phase 4,  
Section 2.  
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

January 29, 2024

Mike Fletcher


Lowndes County Engineer

Lowndes County Board of Commissioners

Valdosta, Ga.

This is a request that Lowndes County Commission accept the infrastructure of Phase 4B, Quarterman Estates, LLC. This includes paved streets, storm ditches, water and sanitary sewer systems.

Quarterman Estates

A handwritten signature in cursive script, appearing to read "William Q Touchton Jr.", written in black ink.

William Q Touchton Jr.

Member/Manager

GENERAL NOTES

EQUIPMENT USED TO OBTAIN THESE MEASUREMENTS WAS A SOKKIA IX 503 TOTAL STATION W/TOPCON FC5000 DATA COLLECTOR AND A CARLSON BRX6 GNSS BASE AND ROVER W/ CARLSON FC5000

GPS WAS USED FOR THE CONTROL NETWORK FOR THIS SURVEY.

THE BASIS OF BEARINGS IS GA WEST NAD83.

DATE OF FIELD WORK: 2-2-2023

DATE OF PLAT: 1-30-2024

THE PURPOSE OF THIS PLAT IS TO PROVIDE A SUBDIVISION SURVEY OF A PORTION OF THAT PROPERTY DESCRIBED IN DEED BOOK 3446 PG 165 OF LOWNDES COUNTY COURTHOUSE RECORDS SHOWING QUARTERMAN ESTATES, LLC AS THE GRANTEE, AND REVISE THE MINIMUM FINISHED FLOOR ELEVATION AND ADD A 10' DRAINAGE EASMENT TO LOT 61 PREVIOUSLY RECORDED IN PC C PAGE 1515 (LOWNDES COUNTY OFFICIAL RECORDS).

THE SUBJECT PROPERTY IS A PORTION OF PARCEL NUMBER 0136 127A.

GENERAL NOTES

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES THAT ARE NOT SHOWN.

THIS PROPERTY IS CURRENTLY ZONED "R-10" ACCORDING TO LOWNDES COUNTY TAX MAPS.

R-10 BUILDING SETBACKS FRONT - 60' FROM CL OF R/W (80% FOR CORNER LOTS) SIDE - 10 FEET REAR - 30 FEET

ACCORDING TO A REVIEW OF THE FEMA FLOOD INSURANCE RATE MAP FOR LOWNDES COUNTY, MAP NUMBER 13185C0325E, DATED 9-26-2008, ALL TRACTS ARE ZONED "X" WHICH IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL FLOOD PLAIN.

ELEVATION NOTE FOR LOTS ADJACENT TO WETLANDS: 100 YR HIGH WATER ELEVATION IS 170.47' AS ESTABLISHED BY PACE INC. AND 12 STONES ENGINEERING SHEET C 2.0 DATED 10-27-22.

THIS SURVEY IS NOT VALID UNLESS ALL SIGNATURES FROM LOCAL GOVERNMENT BODIES ARE PRESENT.

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.10' AT THE 95% CONFIDENCE INTERVAL. THE FIELD DATA WAS COLLECTED USING A CARLSON BRX6 DUAL FREQUENCY RECEIVER.

THE DATA SHOWN ON THIS PLAT HAS A CLOSURE PRECISION RATIO OF 1' IN 282,264'.

GENERAL NOTES

TOTAL LOTS FOR PHASE 2: 33 TOTAL AREA INCLUDING LOTS AND RIGHT OF WAYS: 19.85 ACRES TOTAL AREA IN RIGHT OF WAYS: 2.87 ACRES TOTAL AREA IN LOTS: 16.98 ACRES

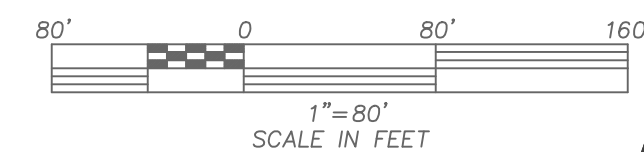
UTILITIES ARE PROVIDED BY LOWNDES COUNTY WATER AND LOWNDES COUNTY SEWER.

THERE IS A 10' UTILITY EASEMENT RESERVED FOR THE FRONT OF EACH LOT.

BENCHMARKS ARE CAPPED IRON PINS SET AT FRONT PROPERTY CORNERS. ELEVATIONS LISTED ARE TOP OF CAPPED IRON PIN ELEVATION DATUM IS (NAVD 88)

REVISED MINIMUM FINISHED FLOOR ELEVATIONS FOR LOTS 16-38 AND 51-61 PROVIDED BY 12 STONES ENGINEERING, INC. ON JANUARY 26, 2023.

PLAT FOR REVIEW 1/30/24 JESSE N. BUSH II, P.E. DATE



LEGEND

- FFE - FINISHED FLOOR ELEVATION
IPF - IRON PIN FOUND
R/W - RIGHT OF WAY
PP - POWER POLE
B.M. - BENCHMARK
Symbol: 5/8" IRON PIN SET W/ CAP #3469

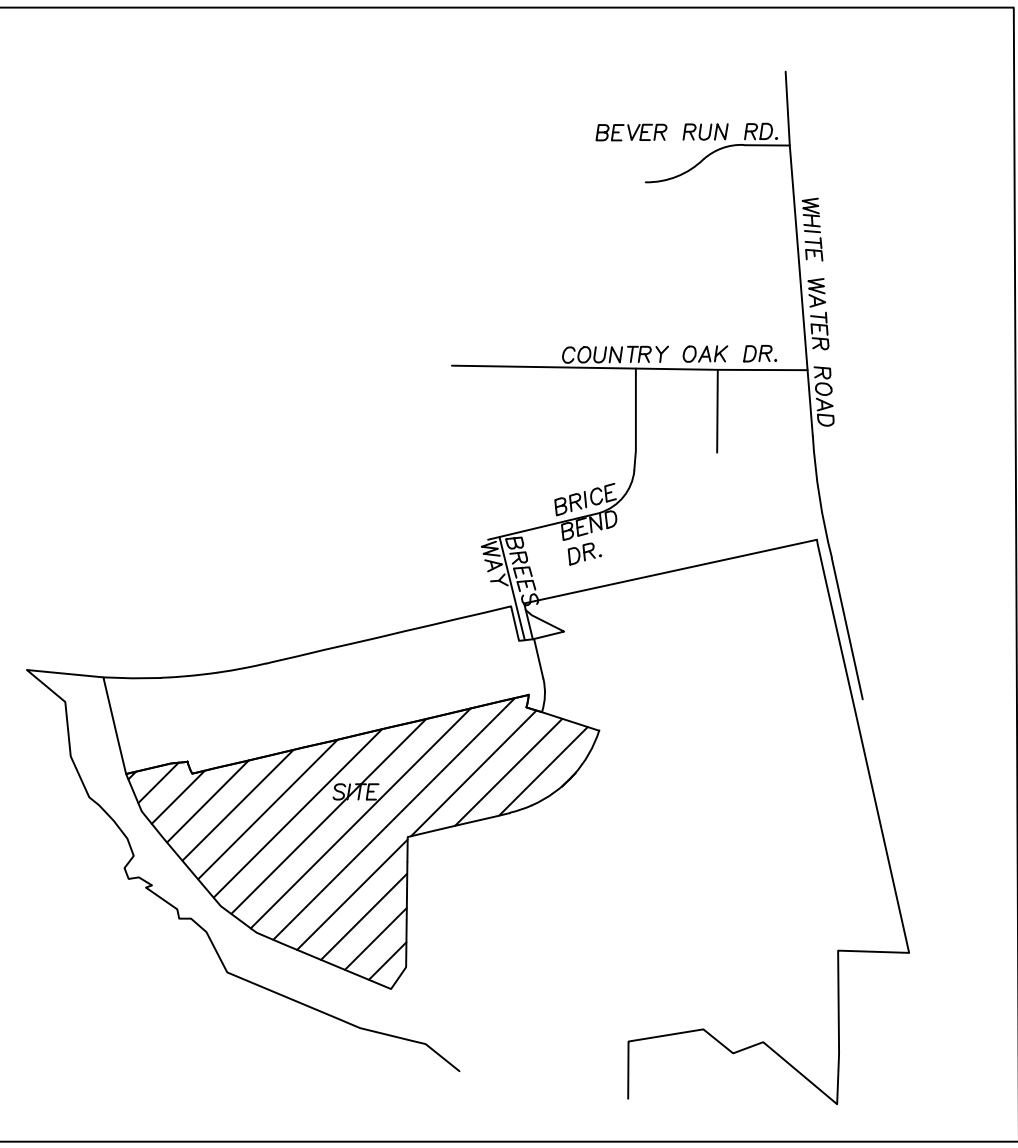
GENERAL NOTES

- FOR ALL LOTS IN NEW SUBDIVISIONS, THE HOUSES SHOULD BE AT AN ELEVATION THAT ESTABLISHES A MINIMUM GRADE FROM THE FOUNDATION OF THE HOUSE SLOPING AWAY FROM THE HOUSE A MINIMUM OF 6 INCHES OVER 10 FEET.
- FOR ALL NEWLY PLATTED LOTS THAT ARE ADJACENT TO WETLANDS, FLOODPLAIN, DRAINAGE DITCHES, DETENTION PONDS, OR ANY AREAS FORMERLY DELINEATED AS ANY OF THE ABOVE, THE FOLLOWING SHALL BE PROVIDED:
- A BENCHMARK SHALL BE ESTABLISHED AT THE FRONT PROPERTY CORNER FOR EVERY LOT.
- A HIGH WATER MARK OR HYDROLOGIC ANALYSIS SHALL BE REQUIRED TO ESTABLISH THE 100- YEAR FLOOD ELEVATION FOR THE LOT.
- A MINIMUM FINISHED FLOOR ELEVATION SHALL BE ESTABLISHED FOR THE LOT AT A MINIMUM OF TWO (2) FEET ABOVE THE ESTABLISHED 100- YEAR FLOOD ELEVATION FOR THE LOT.
- PRIOR TO ANY INSPECTIONS BEING PERFORMED AND SIGNED-OFF ON, A REGISTERED LAND SURVEYOR SHALL CERTIFY THAT THE PROPOSED FINISHED FLOOR OF THE BUILDING IS AT OR ABOVE THE MINIMUM FINISHED FLOOR ELEVATION ESTABLISHED ON THE FINAL PLAT.
- A MINIMUM OF TWO (2) SOIL BORINGS, ONE ON EACH SIDE OF THE PROPOSED FOUNDATION OF THE BUILDING, SHALL BE PROVIDED TO DETERMINE THE SEASONAL HIGH WATER TABLE.
- IF THE SEASONAL HIGH WATER TABLE IS LESS THAN ONE (1) FOOT FROM THE BOTTOM OF THE FOOTER ELEVATION, A SUBSURFACE DRAINAGE SYSTEM IS REQUIRED TO BE INSTALLED. THIS SYSTEM SHALL BE DESIGNED BY THE PROFESSIONAL ENGINEER.

Table with 7 columns: CURVE, RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING, DELTA ANGLE. Contains 33 rows of curve data for the subdivision.

Table with 2 columns: LINE, BEARING, DISTANCE. Contains 17 rows of line data for the subdivision.

VACINITY MAP (NOT TO SCALE)



Form for owner information: OWNERS DATE. Includes lines for signature and date.

Approval boxes for Board of Health Representative and Lowndes County Engineer, including signature and date lines.

Approval box for Lowndes County Director of Engineering, including signature and date lines.

Surveyor's Certificate and signature block for John T. Bush, GA RLS No. 3469, dated 1/30/24.

Right margin containing revision table, subdivision title 'QUARTERMAN ESTATES PHASE 4-2', location '16th LAND DISTRICT LOWNDES COUNTY, GEORGIA', date 'JANUARY 12, 2024', and logo for 12 STONES ENGINEERING CO. with contact information.

# RESOLUTION

WHEREAS, the developer, Quarterman Estates, LLC has completed improvements on Quarterman Estates West Phase 4 Section 2; and

WHEREAS, Quarterman Estates, LLC. has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, Engineering Services and Utilities has inspected the improvements;

WHEREAS, Quarterman Estates, LLC. has provided a written request for Lowndes County to accept the infrastructure and residential streets in Quarterman Estates West Phase 4 Section 2 as County maintained streets;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept this infrastructure and street as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST: \_\_\_\_\_  
County Clerk

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

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Spring Creek Well Pilot Study

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$71,500.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON:

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HISTORY, FACTS AND ISSUES: The Spring Creek Well has high organic levels in the water being pumped from the aquifer that creates disinfection by-products when the water is chlorinated. This is causing elevated trihalomethanes and haloacidic acids in our potable water. Staff and Lovell Engineering Associates (LEA) put out an RFP for a pilot study to determine the feasibility of installing a water treatment plant to remove the organics for the well water. Harn R/O Systems, Inc. meets all requirements of the RFP. The costs for a three-month pilot is \$62,650.00, and an extra month can be added if needed, for an additional \$8,850.00. Staff recommends approval and authorize the Chairman to sign the agreement with Harn R/O Systems, Inc. with a not to exceed price of \$71,500.00.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:





## MEMBRANE WATER TREATMENT SYSTEMS

November 28, 2023

Steve Stalvey  
**Lowndes County Utilities**  
327 North Ashley Street  
Valdosta, GA 31601

### **Response to RFP for Lowndes County GA Pilot NF/RO Membrane Pilot Skid Testing**

Dear Mr. Stalvey:

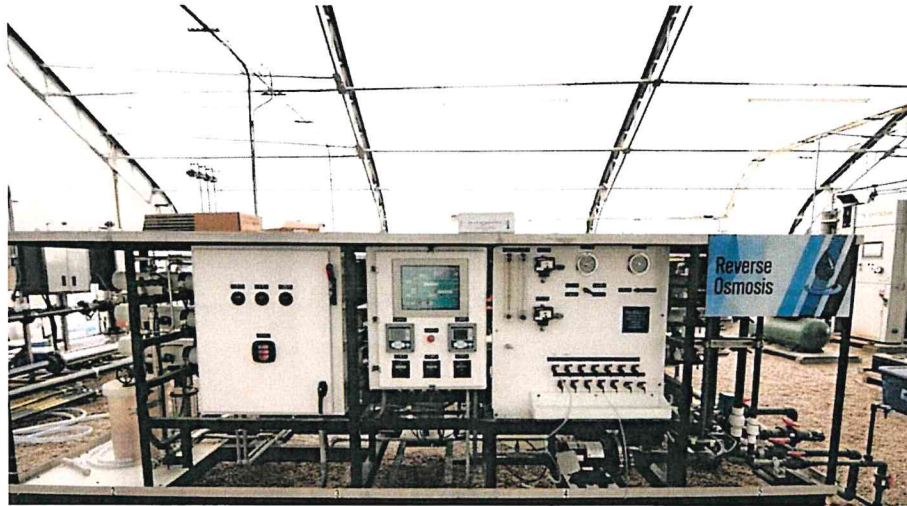
Thank you for providing the Request for Proposal for the RO Membrane Pilot Skid Testing to We have prepared this proposal per the bid document provided October 13, 2023 and subsequent additional water quality data provided.

Harn is well-known for the quality of our pilot equipment and the comprehensive approach we take to assembling and servicing pilot and full-scale equipment. The equipment we offer provides the Owner and Engineer with the maximum flexibility to study the technology in a timely and cost-effective manner. The membranes we have proposed for consideration will both provide excellent organics removal for achieving compliance with the Stage 2 Disinfection Byproduct Rules.

The RO pilot is what we term "full-scale" that is the smallest unit that simulates full-scale hydraulics and recovery. It also incorporates pretreatment chemical systems (scale inhibitor and sodium bisulfite), low head boosting/transfer pumping that would be needed to take the RO feedwater from the low pressure feed supply and pump it with adequate pressure through the RO cartridge filter. This proposal is based on a two-stage R/O pilot. The RO pilot is designed for 7-element vessel simulation by combining 3-element and 4-element vessels in series. No concentrate recycle is required, however the capability exists if desired. Six-element vessels can also be simulated with the use of a spacer. The RO pilot also includes interstage boost. All pumps have VFD's. Please refer to the information packages submitted with this proposal.

The RO pilot is controlled via touchscreen interface; full-electronic instrumentation and control is provided, and remote access and data log downloading is accommodated. A photo of the RO pilot is included below.

This proposal will provide information about the pilot equipment, Harn's pilot experience, a complete full-scale installation list, and information on the membranes proposed for consideration. Also, pilot data sheets are included herein. As requested in the RFP, we would be happy to arrange a visit to any of our full scale plants that would be of interest to the Owner.



Reverse Osmosis/Membrane Softening/Nanofiltration Pilot

Total Pilot Lease Duration, Months	3 months	One-Time Cost
<b>Item</b>	<b>Monthly Rate</b>	
Lease one NF/RO Pilot Unit	\$7,500	
RO Pilot CIP System lease, per month	\$850	
Installation Supervision, Startup, support		\$12,000
plus expenses, billed at cost x 10%, estimated		\$6,500
Twenty-One RO Membranes		\$7,750
Consumables: SDI pads, Cartridge Filters, Scale Inhibitor	\$500	
Shipping (estimate, roundtrip)		\$9,850
Taxes, if applicable		Not Included

Summarized below is additional information on the scope and description of the equipment and labor.

- The RO pilot will include up to three pretreatment chemical feed systems for acid, scale inhibitor and sodium bisulfite. The projections provided herein do not indicate that pretreatment acid feed would be required.
- 24-7 phone support for operational and process questions is included for during the pilot study period.
- Services and expenses for the startup and training trip are *included* and are based on a one-week trip, as this is almost always the amount of time required for start-up and training. If an additional week is required, it will be provided at no additional cost. If a third week is required, it would provided at a reduced rate of \$1295/day plus expenses. The cost for a technician to be onsite for a CIP trip can also be provided for a reduced rate of \$1295/day plus expenses. A monthly service trip is currently not included, as it is typically not required, however, any trips desired can be provided at the same reduced rate described above.

- One set of membranes is *included* in the base price.
- The membranes proposed herein are reported by the manufacturers to be available with approximately four weeks lead time.
- Remote access and data monitoring capability is as well as a data allotment for a typically reasonable amount of data transfer is *included*.
- Unloading and setting of equipment or provision of forktrucks, cranes, etc required for unloading is *excluded*.
- Any site improvements required for accommodating equipment is *excluded*. Please note that the pilot equipment should be installed in weather protected building.
- Electrical hook-up of equipment is *excluded* and must be scheduled by Owner and provided by a licensed electrician.
- Scale inhibitor, cartridge filters, SDI kit and pads needed during the pilot study are *included*
- Taxes, bonds and any applicable permits are *excluded*.
- Water quality testing and laboratory analyses are *excluded*.
- Shipment to and from the jobsite is *included*.

Thank you again for contacting Harn R/O Systems, Inc. and considering us for this project. We welcome the opportunity to work with Lowndes County and LEA. If we can provide additional information about this proposal please let me know.

Sincerely,




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Julia Nemeth-Harn, PE  
 Vice-President  
 Harn R/O Systems, Inc.

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Acceptance Signature

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Title

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Organization

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Date

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid to Upgrade the Main Elevator at the Human Resource Building

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$91,980.00

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid to Upgrade the Main Elevator in the Human Resource Building

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HISTORY, FACTS AND ISSUES: Lowndes County solicited bids to upgrade the elevator at the Human Resource Building. The elevator is broken down as it was built in the late 80's and parts are no longer available to repair it. We received three bids that met specifications.

GA Lift Solutions	Rentz, GA	\$91,980.00
Mowrey Elevator	Marianna, FL	\$110,500.00
Elevated/Oracle	Jacksonville, FL	\$139,980.00

OPTIONS: 1. Award the bid to GA Lift Solutions.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid to Repair Buildings at the 4-H Camp

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$9,613.50

FUNDING SOURCE:

- Annual
- Capital
- FEMA
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid to Repair Buildings at the 4-H Camp

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HISTORY, FACTS AND ISSUES: Lowndes County solicited bids to repair damaged buildings at the 4-H Camp due to Hurricane Idalia. FEMA will be reimbursing Lowndes County for approximately 87% of the repairs. We received two bids that met the specifications.

Artesian Contracting Company	Albany, GA	\$ 73,950.00
Kellerman Construction	Valdosta, GA	\$106,624.00

OPTIONS: 1. Award the bid to Artesian Contracting Company.  
2. Board's Pleasure.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Bid to Repair the Roof of the Governmental Building

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$2,584.92

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Bid to Repair the Roof of the Governmental Building

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HISTORY, FACTS AND ISSUES: Lowndes County solicited bids to repair damaged portions of the Lowndes County Governmental Building, due to Hurricane Idalia. FEMA will be reimbursing Lowndes County for approximately 87% of the repairs. We received one bid that met the specifications.

Chuck Smith & Son Construction    Valdosta, GA    \$ 19,884.00

OPTIONS: 1. Award the bid to Chuck Smith & Son Construction, Inc.  
2. Board's Pleasure.

RECOMMENDED ACTION: Option 1

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Golden Oaks Subdivision Force Main

DATE OF MEETING: February 27, 2024

Work Session/Regular Session

BUDGET IMPACT: \$100,572.45

FUNDING SOURCE:

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

COUNTY ACTION REQUESTED ON: Golden Oaks Subdivision Force Main

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HISTORY, FACTS AND ISSUES: Golden Oaks Subdivision is located adjacent to Val-Tech lift station on Shiloh Road. This neighborhood is over thirty years old, and the septic systems are beginning to fail. We have had several calls from residents over the last year desiring to connect to our system. Staff evaluated the needs and determined that installing an E/One Force Main is a viable option for the area. The project was advertised and bids were received from James Warren & Associates for \$100,572.45, and RPI, Inc. for \$108,936.30. Staff recommends approval and authorize the Chairman to sign the contract with James Warren & Associates for \$100,572.45.

- OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



**PROJECT NAME: Golden Oaks Dr. Forcemain Extension**  
**PROJECT LOCATION: Exit 22, Lowndes County, GA**

**BID SUMMARY SHEET**

BID OPENING – February 13, 2024 at 11:00 AM

<b>CONTRACTOR NAME</b>	<b>BOND (Y/N)</b>	<b>ADDENDA RECEIVED (Y/N)</b>	<b>TOTAL BID</b>
<b>Standard Contractors</b>	--	--	--
<b>RPI</b>	<b>Y</b>	--	<b>\$108,936.30</b>
<b>James Warren &amp; Associates</b>	<b>Y</b>	--	<b>\$100,572.45</b>

Opened By:           **T. HAWTHORNE**



**LOWNDES COUNTY BOARD OF COMMISSIONERS  
CONTRACT AGREEMENT**

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 and between the Lowndes County Board of Commissioners, party of the first part (hereinafter called the County), and James Warren & Associates, 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:

**Golden Oaks Drive Forcemain 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:

One Hundred Thousand Five Hundred Seventy Two Dollars and Forty Five 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:

James Warren & Associates  
2000 W Savannah Ave  
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 \_\_\_\_ day of \_\_\_\_\_, 2024

The \_\_\_\_ day of \_\_\_\_\_, 2024

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 five (5) percent of the gross total invoiced amount will be retained for the duration of the project.

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

## 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: James Warren & Associates\_(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 **Golden Oaks Drive Foremain 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

END OF SECTION



**WAIVER OF LIEN**

Know all persons by these presents, on the **Golden Oaks Drive Forcemain Extension** project, that all bills for labor, materials, supplies, etc., and applicable state taxes in connection with the construction of this project are paid in full, and that there are no outstanding accounts whatsoever as a result of WORK performed on this project. Therefore, James Warren & Associates 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.

James Warren & Associates

Contractor

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

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

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Date

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.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

James Warren & Associates \_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_