

AGENDA  
REGULAR MEETING  
5:00 P.M.  
October 3, 2022

1. Call to Order
2. Invocation and *Pledge of Allegiance* – 4-H Member, Jaxson Douglas
3. Approval of Agenda
4. Department Reports
  - a. National 4-H Week – Susannah Lanier with Jaxson Douglas and Jasper Stone
  - b. Metter Fire Department – Jason Douglas
  - c. EMS – Joseph Reynolds
  - d. Roads & Bridges – Jerry Lanier
  - e. Solid Waste – Robert Hendrix
  - f. Recreation – Mike Robins
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
6. Application for Commission approval, permit or variance –
  - a. Alcohol Permit Application – Living on Wheels RV Park, LLC dba Ray’s Place, Richard Kasee, owner; beer sales permit for consumption on and off premises,
7. Financial Report –
8. Approval of Minutes – August 19, 2022 Called Meeting, September 19, 2022 2<sup>nd</sup> Regular Monthly Meeting, and September 28, 2022 Emergency Called Meeting
9. Old Business
10. New Business
  - a. Consideration of an amendment to Schedule D-2 of the Administrative Services Agreement with ACCG Retirement Services which allows for the plan to have access to Tiers 1-3 of investment options;
  - b. Consideration of an agreement between the Candler County Board of Commissioners and the Georgia Department of Transportation (GDOT) under the Transportation Investment Act (TIA) of 2010 for the E Hiawatha St paving project, and authorization for the Chairman and Administrator to execute all documents necessary for the project;
  - c. Consideration of a request from Candler County 4H for SPLOST appropriations to purchase an under counter ice machine;
  - d. Consideration of a request from the Administrator for a SPLOST appropriation in the amount of \$2,500 for the purchase office equipment for the Administration building;
  - e. Consideration of a request from Candler County EMS for an ARPA appropriation for the purchase of a license for the Lexipol training system;
  - f. Consideration of a request from Candler County EMS for an increase in the ARPA appropriation for the 2022 Ambulance project for the transfer and installation of the radio system components;
  - g. Consideration of a proposal from Pineland Telephone for an upgrade to the phone system at EMS;
  - h. Consideration of a request from the Administrator for authorization to invest the Candler County Landfill Closure fund in a certificate of deposit at Metter Banking Company for 12 months;
  - i. Consideration of a periodic maintenance agreement with CAT/Yancey for a CAT 320 W/HYD for 12 month or 1,000 hours at a total cost of \$5,231.62

- j. Consideration of the appointment of Luke Lanier and Dustin Durden to the Middle Coastal Unified Development Authority

11. Report from Chairman
12. Report from County Administrator
13. Report from Attorney
14. Reports from Commissioners
15. Executive Session
16. Adjournment

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**October 3, 2022**  
**5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, October 3, 2022, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Vice-Chairman Brad Jones presided with Commissioners Gregory Thomas, David Robinson and Blake Hendrix were in attendance. Also attending were County Administrator Bryan Aasheim, County Attorney Kendall Gross and County Clerk Kellie Lank. Chairman Glyn Thrift did not attend this meeting. The Metter Advertiser was notified of the meeting, but had no representative present.

Guests attending this meeting included: Candler County EMS Director, Joseph Reynolds; Candler County Landfill Supervisor, Robert Hendrix; Candler County 4H Agent, Susannah Lanier and 4H members Jasper Stone and Jaxson Douglas; City of Metter Fire Chief, Jason Douglas; Candler County EMS Director, Joseph Reynolds; and special guests, Nancy Robinson and Cathie Bennett.

**Call to Order**

Vice-Chairman Jones called the meeting to order at 5:00.

**Invocation and Pledge of Allegiance**

Vice-Chairman Jones called on Candler County 4H member, Jaxson Douglas to deliver the invocations and lead the *Pledge of Allegiance*.

**Approval of the Agenda**

Mr. Aasheim requested the following changes be made to the agenda prior to approval.

- Add - 10. i. Consideration of a periodic maintenance agreement with CAT/Yancey for a CAT 320 W/HYD for 12 month or 1,000 hours at a total cost of \$5,231.62**
- 10. j. Consideration of the appointment of Luke Lanier and Dustin Durden to the Middle Coastal Unified Development Authority**

Commissioner Robinson made a motion to approve the agenda with the requested changes. Commissioner Thomas provided a second. The motion carried 4-0.

**Department Reports**

- **National 4-H Week** – Jasper Stone and Jaxson Douglas each individually approached the Commissioners to share their personal experiences with Candler County 4H.
- **Metter Fire Department, Jason Douglas:** City of Metter Fire Chief Douglas approached the Commissioners to speak on September fire responses.
- **Candler County EMS, Joseph Reynolds:** EMS Director Reynolds presented the monthly financial report and transport statement. (Exhibit A) Mr. Aasheim requested that Attorney Gross and Director Reynolds elaborate on the Friday, September 30, 2022 dispute over the ALS transport for a heart patient. Mr. Aasheim stated the emergency room doctor called the Candler County EMS Director and threatened Mr. Reynolds. Mr. Gross and Mr. Reynolds spoke of this dispute. After a lengthy discussion, it was decided that Mr. Gross will contact the Hospital Authority to further resolve this issue.
- **Roads & Bridges, Jerry Lanier:** Roads Superintendent Lanier did not attend this meeting.
- **Landfill, Robert Hendrix:** Landfill Manager Robert Hendrix approached the Board to give the September monthly report.

- **Recreation:** Recreation Department Director, Coach Robins did not attend this meeting.

### **Citizens wishing to address the Commission**

*Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*

Commissioner Robinson introduced his sister, Catherine Bennett and his wife, Nancy Robinson to the Board.

### **Application for Commission approval, permit or variance –**

#### **Alcohol Permit Application – Living on Wheels RV Park, LLC dba Ray’s Place, Richard Kasee, owner; beer sales permit for consumption on and off premises**

Mr. Aasheim requested the Board consider approving the Living on Wheels RV Park, LLC dba Ray’s Place, Richard Kasee, owner; beer sales permit for consumption on and off premises. He explained the applicant has followed through with the necessary advertisement according to the County’s Alcohol Ordinance.

Commissioner Hendrix made a motion to approve the alcohol permit application from Living on Wheels RV Park, LLC dba Ray’s Place, Richard Kasee, owner; beer sales permit for consumption on and off premises. Vice-Chairman Jones provided a second. The motion carried 3-1, with Commissioner Robinson voting against.

### **Financial Report**

Mr. Aasheim reported on the financials, although there was not a financial report provided to the Commissioners due to software issues with the accounting program vendor. Mr. Aasheim informed the Board that all accounts are balanced with about \$2.2 Million in the general fund. No anomalies or anything out of the ordinary with the accounts right now. He reiterated that the new ambulance will be received soon and ARPA account will decrease significantly at that point. The Health Care fund is still doing well with \$380,000.00 in Reserve and \$80,000.00 in the Claims. SPLOST proceeds for September were \$158,000.00. Revised IDA payment date is around January 2023. The financial report will be included in the October 17, 2022 meeting.

### **Approval of the Minutes –**

#### **August 19, 2022 Called Meeting, September 19, 2022 2<sup>nd</sup> Regular Monthly Meeting, and September 28, 2022 Emergency Called Meeting**

Commissioner Thomas made a motion to approve the August 19, 2022 Called Meeting, September 19, 2022 2<sup>nd</sup> Regular Monthly Meeting, and September 28, 2022 Emergency Called Meeting minutes.

Commissioner Robinson provided a second. The motion carried 4-0.

### **Old Business**

Mr. Aasheim reported there is no old business to address in this meeting.

### **New Business**

**Consideration of an amendment to Schedule D-2 of the Administrative Services Agreement with ACCG Retirement Services which allows for the plan to have access to Tiers 1-3 of investment options;**

Mr. Aasheim presented an amendment to Schedule D-2 of the Administrative Services Agreement with ACCG Retirement Services which allows for the plan to have access to Tiers 1-3 of investment options.

Vice-Chairman Jones made a motion to approve the amendment to Schedule D-2 of the Administrative Services Agreement with ACCG Retirement Services which allows for the plan to have access to Tiers 1-3 of investment options. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit B)

**Consideration of an agreement between the Candler County Board of Commissioners and the Georgia Department of Transportation (GDOT) under the Transportation Investment Act (TIA) of 2010 for the E Hiawatha St paving project, and authorization for the Chairman and Administrator to execute all documents necessary for the project;**

Mr. Aasheim presented an agreement between Candler County Board of Commissioners and the Georgia Department of Transportation (GDOT) under the Transportation Investment Act (TIA) of 2010 for the East Hiawatha St paving project, and authorize the Chairman and Administrator to execute all documents necessary for the project.

Commissioner Hendrix made a motion to authorize Chairman Thrift and Mr. Aasheim to execute all documents necessary for the project as well as adopting a resolution to enter into an agreement between the Candler County Board of Commissioners and the Georgia Department of Transportation (GDOT) under the Transportation Investment Act (TIA) of 2010 for the E Hiawatha St paving project. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit C)

**Consideration of a request from Candler County 4H for SPLOST appropriations to purchase an under counter ice machine;**

Mr. Aasheim requested the Board consider a request from Candler County 4H, Extension Office for appropriations to purchase an ice machine. Mrs. Lanier provided two quotes. After a discussion, the Commissioners requested the Ms. Lanier solicit bids for a 200lb free standing ice machine as opposed to an under counter unit.

Commissioner Robinson made a motion to table this item. Commissioner Thomas provided a second. The motion carried 4-0.

**Consideration of a request from the Administrator for a SPLOST appropriation in the amount of \$2,500 for the purchase office equipment for the Administration building;**

Mr. Aasheim provided a request from the County Administrator for a SPLOST appropriation of \$2,500.00 for the purchase of office equipment, specifically replacement chairs for the Boardroom. He then supplied quotes for four chairs for the Commissioners to choose from.

Commissioner Robinson made a motion to purchase one chair for \$356.99 to try it out before purchasing seven of them. The motion died for lack of a second.

Vice-Chairman Jones made a motion to purchase one of each chair to test out, considering the three that were not chosen can be redistributed to other offices within the County in need of a new chair.

Commissioner Thomas provided a second. The motion carried 4-0.

**Consideration of a request from Candler County EMS for an ARPA appropriation for the purchase of a license for the Lexipol training system;**

Mr. Aasheim requested the Commissioners consider a request from Candler County EMS for an appropriation for the purchase of a license for the Lexipol training system.

Commissioner Hendrix made a motion to appropriate \$1,560.00 of ARPA funds to purchase an annual license for the Lexipol training system. Commissioner Thomas provided a second. The motion carried 4-0.

**Consideration of a request from Candler County EMS for an increase in the ARPA appropriation for the 2022 Ambulance project for the transfer and installation of the radio system components;**

Mr. Aasheim requested the Board consider a request from Candler County EMS for an increase of \$540.00 in the ARPA appropriation for the 2022 ambulance project for the transfer and installation of the radio system components.

Commissioner Hendrix made a motion to increase the ARPA funding appropriated for the 2022 Ambulance project by \$540.00 to cover the cost of the transfer and installation of the radio system components. Commissioner Robinson provided a second. The motion carried 4-0.

**Consideration of a proposal from Pineland Telephone for an upgrade to the phone system at EMS;**

Mr. Aasheim presented a proposal from Pineland Telephone for an upgrade to the phone system at EMS. He requested the Commissioner table this item.

Commissioner Robinson made a motion to table this item. Commissioner Thomas provided a second. The motion carried, 4-0.

**Consideration of a request from the Administrator for authorization to invest the Candler County Landfill Closure fund in a certificate of deposit at Metter Banking Company for 12 months;**

Mr. Aasheim presented request from the County Administrator for an authorization to invest the Candler County Landfill Closure fund in a certificate of deposit at Metter Banking Company for 12 months. However, he requested the Commission table this item while he gathers more information.

Commissioner Thomas made a motion to table this item. Commissioner Hendrix provided a second. The motion carried 4-0.

**Consideration of a periodic maintenance agreement with CAT/Yancey for a CAT 320 W/HYD for 12 month or 1,000 hours at a total cost of \$5,231.62**

Mr. Aasheim presented a proposal from Yancey/CAT for a periodic maintenance agreement on a CAT 320D at a cost of \$5,231.62.

Vice-Chairman Jones made a motion to enter into a maintenance agreement with CAT/Yancey for a CAT 320 W/HYD for 12 month or 1,000 hours at a total cost of \$5,231.62. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit D)

**Consideration of the appointment of Luke Lanier and Dustin Durden to the Middle Coastal Unified Development Authority**

Mr. Aasheim requested the Board consider appointing Luke Lanier and Dustin Durden to the Middle Coastal Unified Development Authority. He reminded the board that Hannah Mullins was appointed to this Board two years ago. Since then, Ms. Mullins has moved out of the area and requested she be removed from this board.

Commissioner Hendrix made a motion to appointment of Luke Lanier and Dustin Durden to the Middle Coastal Unified Development Authority. Commissioner Robinson provided a second. The motion carried 4-0.

**Report from Chairman**

Chairman Thrift did not attend this meeting.

**Report from County Administrator**

Aasheim commented on the following:

- Landfill Expansion Grant has been applied for.
- Portal Highway South paving has started.
- Waiting on Pulaski Highway striping.
- DFCS requested assistance to dispose of damaged furniture. Further, DFCS requested the tipping fees be waived. The Commissioners expressed interest in DFCS asking the City of Metter to utilize the grapple hook truck.
- Part-time administrative secretary at the Recreation Department is resigning. Mr. Aasheim requested the Board consider creating a full-time position Assistant Recreation Department Director.
- Mr. Aasheim then requested an update on MacWac Road complaint from Mr. Gross.

**Report from the County Attorney**

Mr. Gross requested executive session to discuss litigation.

**Reports from Commissioners**

**Commissioner Thomas representing Commission District 1**, stated Norma Willis complained of about a roaring noise on Kemp Road.

**Vice-Chairman Jones representing Commission District 2**, stated he spoke to Mr. Lanier about water washing out a person's property, but the person did not attend the meeting.

**Commissioner Robinson representing Commission District 3**, had nothing to report.

**Commissioner Hendrix representing Commissioner District 4**, had nothing to report.

**Executive Session – Personnel**

Vice-Chairman Jones moved to exit into Executive Session to discuss litigation at 6:51 p.m. Commissioner Thomas provided a second to the motion. The motion carried 4-0.

Commissioner Thomas moved to exit Executive Session and reconvene the regular meeting at 7:11 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

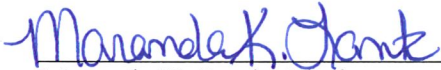
Commissioner Thomas moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for litigation. Commissioner Robinson provided the second to the motion. The motion carried 4-0.

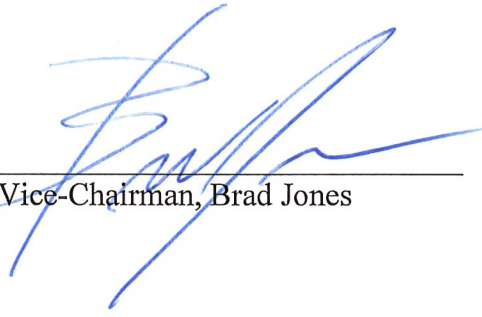
Commissioner Hendrix moved to authorize County Attorney Kendall Gross to file a suit to abate a nuisance on MacWac Lake Rd. Commissioner Robinson provided the second to the motion. The motion carried 4-0.

Mr. Aasheim advised the commission that he had discussed the \$1.3 million dollar loan to the Candler County Hospital with CEO Michael Purvis and CFO Will Bennett. He advised that there was some interest from the hospital in paying back the loan; however, the hospital also wants continued financial support from the county.

**Adjournment**

Commissioner Thomas moved to adjourn the meeting at 7:17 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

  
\_\_\_\_\_  
Maranda K. Lank, Clerk  
Attest

  
\_\_\_\_\_  
Vice-Chairman, Brad Jones



# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Bryan Aasheim  
County Administrator

Brad Jones  
Vice-Chairman

Gregory Thomas  
Commissioner

David Robinson  
Commissioner

Blake Hendrix  
Commissioner

### CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

#### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Brad Jones, Vice-Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on October 3, 2022

2.  
During such meeting, the Board voted to go into closed session.

3.  
The executive session was called to order at 6:51 p.m.

4.  
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 3<sup>rd</sup> day of October 2022.

Sworn to and subscribed before me  
This 3<sup>rd</sup> day of October 2022.

*Maranda K. Link*  
Notary Public



*Brad Jones*  
Brad Jones, Vice-Chairman  
Board of Commissioners of Candler County

## Exhibit A

## SEPTEMBER 2022 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	60
FROM SCENE TO MEADOWS	5
FROM SCENE TO EGRMC	15
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	0
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	0
REFUSAL	45
MUTAL AID	0
TRANS CCH TO MEMORIAL	8
TRANS CCH TO EMANUEL	0
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	1
TRANS CCH TO ST JOSEPH	1
TRANS CCH TO AUGUSTA UNIVERSITY	9
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	3
TRANS CCH TO EGRMC	13
TRANS CCH TO MEADOWS	2
TRANS CCH TO COLISEUM MEDICAL MACON GA	0
CCH TO NURSING HOME	16

TRANS CCH TO HOSPICE	0
CORNOR CALL	2
CANCELLED CALL	0
AIR TRANSPORT (COVID)	0
NO PT CONTACT	1
CCH TO RES FOR HOSPICE	0
DOA WITH DNR/TURNED OVER TO HOSPICE	0
FIRE STANDBY	4
EMS NOT NEEDED	1

TOTAL 186

Exhibit B

**SCHEDULE "D-2"**  
**INVESTMENT OPTION ELECTIONS**

DC Program     401(a) Plan     457(b) Plan     Senior Management 401(a) Plan

Effective January 1, 2023, the Employer hereby elects the investment options below to be offered under its Plan(s).

**Tier 1: Asset Allocation Options**

**Tier 2: Index/Core Options**

**Tier 3: Single Asset Class Options**

**Tier 4: Self Directed Brokerage Account**

Securities available for investment through the Self Directed Brokerage Account shall be:

- Mutual Funds: Taxable, Closed-end and Open-ended
- Domestic Equities listed on the NYSE, AMEX and NASDAQ exchanges
- Exchange Traded Funds (ETFs)
- Fixed Income Securities: Taxable and U.S. Treasuries

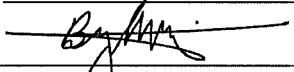
**Employer Declines DC Board Recommended Investment Options**

The Employer declines the DC Board recommended investment options. The Employer understands it retains full fiduciary responsibility for the selection and monitoring of the investment options offered under the Plan and hereby releases the DC Board from the duties and responsibilities listed in items 1 through 3 of Schedule "D" of the Agreement and from all fiduciary responsibilities related to the selection and monitoring of the investment options. The Employer shall provide to ACCG a list of investment options to be offered by the Plan(s).

A complete listing of investment options under each Tier above can be found on Schedule "D-1" of the Agreement.

**EMPLOYER**

Jurisdiction: Candler County, Georgia

Signature: 

Printed Name: Bryan Aasheim

Title: County Administrator

Date: October 4, 2022

**TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT**

**By and Between**



**THE GEORGIA DEPARTMENT OF TRANSPORTATION**

**and**

**CANDLER COUNTY**

This Agreement, made and entered into as of October 3, 2022, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CANDLER 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, pursuant to O.C.G.A. § 48-8-240 *et seq.*, the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

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

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

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

- 1) E Hiawatha St, HG-Candle-001, P.I. 0018461**

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

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

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

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

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

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

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint

or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

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

**ARTICLE I  
SCOPE AND PROCEDURE**

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

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

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

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

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

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

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

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

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

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

Contract ID: IG TIA2300720

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

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

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

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

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

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

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

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

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

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

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

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

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

I. **RESERVED.**

J. **RESERVED.**

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



**ARTICLE II  
REVIEW OF WORK**

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

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

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

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

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. **Time of Performance.** TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

**ARTICLE IV  
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

**ARTICLE V  
INSURANCE**

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

- is self-insured and all claims against LOCAL GOVERNMENT will be handled through ACCG-IRMA.
- OR
- shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

**MINIMUM INSURANCE**

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
- i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
  - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
  - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

ARTICLE VI  
COMPENSATION AND PAYMENT

A. 100% TIA Funded Project.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

THE LOCAL GOVERNMENT PLANS TO BEGIN WORK ON THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE BAND ASSIGNED TO THE PROJECT IN THE APPROVED INVESTMENT LIST(S). ANY AND ALL INVOICES SUBMITTED TO THE DEPARTMENT WILL NOT BE CERTIFIED BY THE COMMISSIONER OF TRANSPORTATION OR THE COMMISSIONER'S DESIGNEE AND SUBMITTED TO GSFIC UNTIL APRIL 3, 2023. PAYMENT WILL BE MADE BASED ON ACTUAL COSTS INCURRED DURING THE YEAR OF EXPENDITURE BY THE LOCAL GOVERNMENT AND WILL NOT INCLUDE ANY INTEREST. PAYMENT REMAINS SUBJECT TO THE AVAILABILITY OF TAX PROCEEDS AS SET FORTH IN MORE DETAIL IN THIS SECTION. FURTHERMORE, THE LOCAL GOVERNMENT MUST STILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS AS SET FORTH IN ARTICLE 1.C. ABOVE, INCLUDING BUT NOT LIMITED TO THE TIA MANUAL.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. Eligible Project Costs. Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. Budget Estimate and Reimbursement.

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, 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 PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

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

- 1) **E Hiawatha St, HG-Candle-001, P.I. 0018461: ONE MILLION SIX HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND ZERO CENTS (\$1,697,765.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. **Process For Payment.**

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. **Insufficient TIA FUNDS.**

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the

LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

**ARTICLE VII  
FINAL PAYMENT**

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

**ARTICLE VIII  
SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

**ARTICLE IX  
MAINTENANCE OF CONTRACT COST RECORDS**

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

**ARTICLE X  
SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

**ARTICLE XI  
TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

**ARTICLE XII  
MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

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The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

### ARTICLE XIII OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

### ARTICLE XIV PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV  
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

**ARTICLE XVI**

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

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

**ARTICLE XVII**

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

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

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

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



Contract ID: IGTIA2300720

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

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

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

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

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

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

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

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

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

#### ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

GEORGIA DEPARTMENT OF  
TRANSPORTATION

CANDLER COUNTY, GEORGIA

\_\_\_\_\_  
Commissioner

(Seal)

*[Handwritten Signature]*

\_\_\_\_\_  
Signature

October 3, 2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Glyn Thrift, Chairman  
Printed Name/Title

ATTEST:

\_\_\_\_\_  
Treasurer

ATTEST:

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



*[Handwritten Signature: Maranda K. Lank]*

\_\_\_\_\_  
Signature

October 3, 2022

\_\_\_\_\_  
Date

Maranda K. Lank, Clerk

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

58-6000793

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

**EXHIBITS**

**Exhibit A**

**Work Schedule**

**Exhibit B**

**Scope and Procedure**

**EXHIBIT A**  
**WORK SCHEDULE**

**1) E Hiawatha St, HG-Candle-001, P.I. 0018461**

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

**EXHIBIT B**  
**SCOPE AND PROCEDURE**

- 1) Construction, operation and maintenance of E Hiawatha St, HG-Candle-001, P.I. 0018461

APPENDICES

- Appendix A            Local Project Delivery Application
- Appendix B            Certificate of Compliances
- Appendix C            Georgia Security and Immigration Compliance Act Affidavit
- Appendix D            Local Government Resolution

**APPENDIX A**

**LOCAL PROJECT DELIVERY APPLICATION  
for the following Projects:**

- 1) **E Hiawatha St, HG-Candle-001, P.I. 0018461**





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

August 8, 2022

Mr. Bryan Aasheim, County Administrator  
Candler County Board of Commissioners  
1075 East Hiawatha Street, Suite A  
Metter, GA 30439

**SUBJECT: PI# 0018461, East Hiawatha Street  
TIA2 Band 1 – Local Delivery Approval**

Mr. Aasheim:

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

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

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

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

Sincerely,

*Brent Moseley* FOR:

Kenneth Franks,  
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager  
Tony Collins, TIA Construction Manager  
Bobby Adams, TIA Procurement Manager  
Project File



## Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
<b>Applicant</b> Candler County Commissioners	<b>Main Contact</b> Mr. Glyn Thrift	
<b>Contact Title</b> Chairman - Candler County Commissioners	<b>Phone Number</b> 912-685-2835	
<b>Local Government Email address</b> gthrift@candlerco-ga.gov; baasheim@candlerco-ga.gov		
<b>Contact Address</b> 1075 East Hiawatha Street, Suite A		
<b>Address Line 2</b> 		
<b>City</b> Metter	<b>State</b> GA	<b>Zip Code</b> 30439

Section II – Project Information			
<b>County</b> Candler	<b>City</b> N/A	<b>Congressional District</b> 12	<b>GDOT District</b> 5
<b>Regional Commission</b> HOGA		<b>MPO Region (if applicable)</b> N/A	
<b>Regional Commission ID Number/ PI Number/ and Project Name</b> HG-Candler-001 / 0018461 / East Hiawatha Street			
<input type="checkbox"/> Local Government is LAP Certified			

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

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

**Section III--Method of Delivery**

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

Candler County will utilize the external resource services of the Counties' Engineering Consultant – EMC Engineering Services, Inc. (EMC) to provide the necessary Preliminary Engineering Services for the East Hiawatha Project. EMC and the Counties' Attorney - Kendall Gross, P.C will work together to provide the needed ROW acquisition. EMC will assist Candler County to identify and re-mediate Utilities in conflict. EMC Engineering will provide Construction Phase Services for this project: administering the bidding process, conducting the PRECON, providing weekly inspections of Construction and NPDES BMPs, witnessing all proof rolls, reviewing material testing reports, measuring QTYs and approving pay requests, providing project close out services, and assisting the County with TIA Reimbursement Applications.

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

**Project Name:**

Oak Tree Road Paving, Heart of Georgia Project #HG 0166, GA DOT #PI 001870

**Project Description:**

Paving of an existing dirt road: 1.00 miles of earthwork, base, paving and associated work within the right-ofway of Oak Tree Road in Candler County. The project limits are from approximately 900 feet southeast of State Route 121 along existing Oak Tree Road and continuing southeast for 1.00 miles. The road was vital to access to the School complex which was only accessible from one other paved road until this was complete.

**Construction Let Date:**

January 19, 2015

**Construction Completion Date:**

November 1, 2015

**Initial Cost Estimate:**

\$688,017.00

**Final Completed Cost:**

\$693,500.00

**Project Name:**

Windmill &amp; Highbluff Road Paving, HG-0168, HG-0169, GDOT PI# 0011872, PI#0011873

**Project Description:**

The project includes 0.46- miles of earthwork, base, paving and associated work within the right-of-way of Windmill Road, and 0.40-miles of earthwork, base, paving and associated work within the right-of-way of High Bluff Circle, in Candler County. The project limits are from Metter-Stillmore Highway (CR 226), and along the entire existing lengths of Windmill Road (0.46-miles) and High Bluff Circle (0.40-miles)

**Construction Let Date:**

October 2015

**Construction Completion Date:**

October 2016

**Initial Cost Estimate:**

\$355,250

**Final Completed Cost:**

\$461,659

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

No

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

EMC Engineering Services, Inc. will develop a concept plan for the roadway project. Once the concept plan is reviewed and approved by the Candler County Board of Commissioners, the project will be surveyed and the preliminary construction plans prepared. Once the preliminary construction plans are complete, parcel maps for each parcel along the alignment will be prepared and land owners will be contacted regarding acquisition of the land for the right-of-way. Candler County will advertise for bids utilizing a GDOT unit prices bid schedule. Candler County will award the contract to the lowest bid contractor. EMC will provide the CEI services during the construction phase of the project and monitor the roadway during the warranty period. EMC will provide monthly reports to the County and GDOT regarding the project scope and budget.

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

EMC Engineering Services will provide pay verification services for the County. EMC will measure quantities each month to reconcile the contractors pay request. Once verified for accuracy EMC will prepare a letter with recommendation for payment. EMC will observe the placement of all paving operations to ensure proper thickness and specifications are being adhered to.

The Local Government's conflict of interest policy.

The procurement professional should avoid any actions, relationships, or business transactions that conflict with the lawful interests of the employer or otherwise create conflicts of interests that taint the procurement process and the reputation of Candler County and the state of Georgia. All professionals must comply with the employer's guidelines with respect to reporting outside employment.

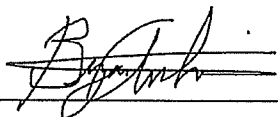
Complete the information below and submit to:

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

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

Candler County, Georgia, whose address is 1075 E Hiawatha ST, Suite A,  
Metter, GA 30439.

LOCAL GOVERNMENT:

 (Signature)

County Administrator (Title)

8-8-2022 (Date)

**APPENDIX B**

**CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of Candler County, Georgia, whose address is 1075 E Hiawatha Street, Suite A, Metter, GA 30439, and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically, as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

**II. STATE AUDIT REQUIREMENT**

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

October 3, 2022

Date



Signature

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Candler County

Contract No. and Name: IGTA2300720
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

58-6000793
E-Verify / Company Identification Number

[Handwritten Signature]
Signature of Authorized Officer or Agent

October 3, 2022
Date of Authorization

Glyn Thrift
Printed Name of Authorized Officer or Agent

Chairman
Title of Authorized Officer or Agent

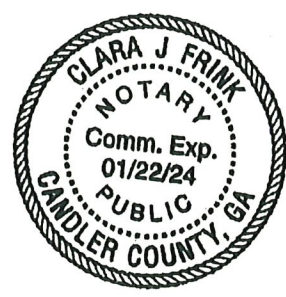
October 3, 2022
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

3rd DAY OF October, 2022

[Handwritten Signature: Clara J Frink]
Notary Public

[NOTARY SEAL]



My Commission Expires: January 22, 2024

**APPENDIX D**

**LOCAL GOVERNMENT RESOLUTION  
for the following Projects:**

- 1) **E Hiawatha St, HG-Candle-001, P.I. 0018461**



RESOLUTION

STATE OF GEORGIA

CANDLER COUNTY

BE IT RESOLVED by the Commission Chairman and Board of Commissioners of Candler County, and it is hereby resolved, that the foregoing attached Agreement, relative to the aforementioned projects and that Glyn Thrift as Commissioner Chairman and Maranda K. Lank, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Candler County.

Passed and adopted this the 3<sup>rd</sup> day of October, 2022.

ATTEST:

Maranda K. Lank  
COUNTY CLERK

BY: [Signature]  
CHAIRMAN

STATE OF GEORGIA,

CANDLER COUNTY

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

WITNESS my hand and official signature, this the 3<sup>RD</sup> day of October, 2022.

BY: Maranda K. Lank  
COUNTY CLERK





# PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL INCLUDED

## YANCEY BROS. PREVENTATIVE MAINTENANCE (PM) AGREEMENT

CUSTOMER ACCOUNT NAME: Candler County Boc CUSTOMER NO: 802917 QUOTE NO: 24872  
 P.M. CONTACT (NAME, EMAIL & PHONE):  QUOTE DATE: 9/28/2022

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Pre-Paid Price	CPH (Cost Per Hour)	Equal Pay Per Service (Billed at each service)
320D W/HYD	PHX00492	11,500	12   1,000	500	\$5,231.62	\$5.23	\$2,615.81

### DEALERSHIP RESPONSIBILITIES

Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All P.M. Service History

### CUSTOMER RESPONSIBILITIES

Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For P.M. Service Upon Arrival Of P.M. Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed Excluding customer damage

### **Condition Monitoring service is included with Yancey Bros's P.M. agreements.**

Our C.M. analyst will manage the following fleet services:

- Track hours and schedule services in advance and on time
- Ensure the correct P.M. service level is performed
- Monitor health & utilization by sending event reports as they happen and providing monthly reports.

**Terms of Agreement:** Labor and Fluid prices are guaranteed for the Agreement Length from the enrollment date. Agreements will auto renew after 24 months and are subject to pricing adjustments. Agreement can be cancelled by either party at any time. All Yancey Bros. Co. standard terms and conditions are applicable (see reverse.)

INITIALS: BA

**THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

**1. BILLING:**

- If the customer elects to be billed by the hour, Yancey Bros. Co. will generate an invoice for each serial number every month for the previous billing period hourly usage, multiplied by the hourly agreement rate.
- If the customer elects to pre-pay, Yancey Bros. Co. will generate an invoice for each serial number for the entire agreement at the pre-paid agreement price.
- If the customer elects to be billed equal payments per service, Yancey Bros. Co. will generate an invoice for each serial number every service at the time of the service at the service agreement rate.

**2. EXCLUSIONS** - Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacture's lubrication and maintenance guide are not included. Cab filters, hoses, clamps, bulbs, nuts, bolts, etc. are not included. Replacement filters such as engine air or fuel filters outside of the normal scheduled interval are not included.

**3. NOTES AND/OR SPECIAL INSTRUCTIONS:**

- Tier 4 type machine diesel particulatefilter and components are not included in the price of the pm contract.
- 250 and 500 hour interval PM services do not include engine air-filter.
- Cab Air Filters are not included.
- Coolant sampling is only included at the 2000 Hr interval.
- Routine adjustments like adjusting engine valve are not included.

**4. WARRANTY INFORMATION:** Yancey Bros. Co. warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey Bros. Co.'s obligation under this warranty shall be limited to the repair or replacement at Yancey Bros. Co.'s premises of those new parts previously installed or labor previously performed demonstrated to be defective. Such remedy shall constitute customer's sole and exclusive remedy and customer hereby agrees that no other remedy (including, but not limited to claims for incidental, consequential or special damages, or any cause, loss, action, claim or damage, including loss of time, whatsoever. Or injury to person or property or any other consequential damage or incidental or economic loss) shall be available to customer. This warranty is expressly in lieu of all other warranties, express or implied, including any warranties or merchantability and fitness for a Particular purpose. Substandard repair work may be performed upon request of customer and according to customer's instructions but such work will carry absolutely no warranty whatsoever. Customer further acknowledges and agrees that no verbal contracts, agreements or warranties other than what is set forth herein have been received or given.

**5. APPLICABLE LAW:** This Agreement shall be deemed to be governed by the laws of the State of Georgia.

**6. AUTOMATIC RENEWAL:** This agreement shall be automatically renewed for successive two (2) year term thereafter (each a renewal term) until and unless either party cancels.


**7. PRE-PAID CONTRACTS:** Billing will commence at the new hourly rate after the pre-paid services are completed. For pay per service, equal pay per service, and cost per hour agreements, billing will continue in the same method that the contract was set up at the new rate.

**8. UNDERSIGNED ACKNOWLEDGES:** The responsibilities of Yancey Bros. Co. are limited to the servicing of the equipment as outlined herein and does not guarantee the detection or replacement of worn out, defective, or malfunctioning parts. In no event shall Yancey Bros. Co. be liable for any direct, indirect, special, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising from the furnishing, functioning, or use of any items of equipment or services provided for this agreement. This agreement can be canceled at any time by either party. In the event of early cancellation, the account will be reconciled and any charges due Yancey Bros. will be payable in full at that time, any credits due to the customer will be due to the customer at that time.

**9. TELEMATICS:** In the event that this machine is equipped with Product LinkTM, I understand data concerning this machine, its condition, and its operation is being transmitted by Product LinkTM to Caterpillar Inc. its affiliates (Caterpillar) and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar Inc. and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey Bros. Co. will remain the private property of Yancey Bros. Co.

**10. ADDITIONAL TERMS & CONDITIONS:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond reasonable control. Such acts include but are not limited to the following: Strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

---

Customer Signature:  Date: 10-4-2022

Yancey Bros. Co. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

