1. May 17, 2022 Meeting Agenda
   Documents:
   
   05172022 MEETING AGENDA.PDF

2. May 17, 2022 Agenda Packet
   Documents:
   
   05172022 AGENDA PACKET.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

“Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons.”

**PLEASE TURN OFF YOUR CELL PHONE**

### Agenda

#### Virtual Meeting Information:

Zoom Link:  
https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwWdmN2VW9NWUR5OHduQT09  
Phone Number: **1-929-436-2866**  
Meeting ID: **987 1521 9287**  
Access Code: **901128**

I. **Call to Order**  
II. **Roll Call**  
III. **Invocation**  
IV. **Pledge to the American Flag**  
V. **Agenda Approval** - Consideration of a resolution to approve the agenda  
VI. **Minutes** - Consideration to approve the May 3, 2022 regular meeting minutes  
VII. **Public Comments** - Comments shall pertain to the the subject matter only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak  
VIII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website
IX. Consent Agenda
1. [2022-261 Grant Award] Consideration to approve to ratify and affirm submittal of a Grant Application to Schwab Charitable Brent Yates Fund and accept the Grant Award in the amount of $4,250.00.
2. [2022-262 Grant Award] Consideration to approve to ratify and affirm submittal of a Grant Application to Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant and accept the Grant Award in the amount of $11,978.80
3. [2022-263 Contract] Consideration to approve renewal of pre-event Contract with CERES Environmental for Disaster Debris Removal
4. [2022-264 Agreement] Consideration to approve a Clinical Services Agreement between Effingham County Prison and Effingham County Hospital
5. [2022-265 Contract] Consideration to approve renewal of Contracts for Otis Elevators for service at the Administration Complex located at 802 and 804 S. Laurel Street
6. [2022-266 Agreement] Consideration to approve to renew the rental Agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex
7. [2022-267 Appointment] Stephanie Johnson Consideration to approve the reappoint Shaundese Duncan and David Atkins to the Coastal Workforce Development Board (CWDB)

X. Old Business
1. [2022-268 Public Hearing] Eric Larson 2nd Public Hearing for the abandonment of Lacey Trowell Road and approval of the Certificate of Abandonment

XI. New Business
1. [2022-269 Resolution] Stephanie Johnson Consideration to approve Resolution# 022-025 recognizing Abercorn Baptist Church's 200th anniversary
2. [2022-270 Final Plat] Teresa Concannon Consideration to approve a Final Plat for Savannah Gateway Industrial Hub Area 2, located off of McCall Road, consisting of 7 lots. Map# 450F Parcel# 21 in the Second District
3. [2022-271 Final Plat] Teresa Concannon Consideration to approve a Final Plat for Early Street Subdivision, consisting of 5 lots. Map# 388 Parcel# 4 in the Fourth District
4. **[2022-272 Quote] Alison Bruton**
   Consideration to approve a Quote from Enterprise Fleet Management for vehicle purchase

5. **[2022-273 Contract] Alison Bruton**
   Consideration to approve renewal of a pre-event Contract with Thompson Consulting for disaster debris monitoring & financial recovery services

   Consideration to approve to award Contract 22-30-001 to Signature Tennis Courts, Inc. for tennis court repair at Baker’s Pond

7. **[2022-275 Change Order] Alison Bruton**
   Consideration to approve Change Order #4 with APAC-Atlantic, Inc. for the Blue Jay/McCall Road Intersection Improvements

   Consideration to approve a Memorandum of Understanding with Georgia Hi-Lo Trail, Inc. to construct a mountain bike trail park at Pineora Park

   Consideration to approve Change Order #3 with Greenline Architects related to changes at the Administrative Complex

    Approval to award a contract for the 2021 Full Depth Reclamation with asphalt Emulsion (FDRE) road resurfacing project expenditures

    Consideration to approve to award a Contract for construction for the 2020 TSPLOST Intersection – Kolic Helmyey at SEES project

    Consideration to approve a Warranty Deed from the Effingham County Industrial Development Authority to accept an easement located off of Old River Road at Savannah Portside International Park, Phase 1

    Consideration to approve award of a Contract to POND for the 2022 Stormwater masterplan project

    Consideration to approve an amendment to the Task Order with Alliance Consulting Engineers to provide consultant services to collect data along the Ogeechee Run and Little Ogeechee River related to the Waste Load Allocation

15. **[2022-283 Contract] Tim Callanan**
    Consideration to move all UGA Extension Office personnel off the County payroll and onto a contract with the University of Georgia
16. **[2022-284 Resolution]** *Tim Callanan*
   Consideration to approve Resolution# 022-026 to impose a moratorium on R-3 and R-6 zoning districts until August 16, 2022

17. **[2022-285 Meeting]** *Stephanie Johnson*
   Consideration to approve to cancel the July 5, 2022 Board of Commissioners meeting

**XII. Reports from Commissioners & Administrative Staff**

**XIII. Executive Session** - Discussion of Personnel, Property and Pending Litigation

**XIV. Executive Session Minutes** - Consideration to approve the May 3, 2022 executive session minutes

**XV. Adjournment**
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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**PLEASE TURN OFF YOUR CELL PHONE**

**Agenda**

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Zoom Link: https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwdmN2VYOU9NBUR5OHduQT09

Phone Number: 1-929-436-2866

Meeting ID: 987 1521 9287

Access Code: 901128

I. Call to Order

II. Roll Call

III. Invocation

IV. Pledge to the American Flag

V. Agenda Approval - Consideration of a resolution to approve the agenda

VI. Minutes - Consideration to approve the May 3, 2022 regular meeting minutes

VII. Public Comments - Comments shall pertain to the the subject matter only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak

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Approval to award a contract for the 2021 Full Depth Reclamation with asphalt Emulsion (FDRE) road resurfacing project expenditures

Consideration to approve to award a Contract for construction for the 2020 TSPLOST Intersection – Kolic Helmey at SEES project

12. [2022-280 Deed] Eric Larson
Consideration to approve a Warranty Deed from the Effingham County Industrial Development Authority to accept an easement located off of Old River Road at Savannah Portside International Park, Phase 1

Consideration to approve award of a Contract to POND for the 2022 Stormwater masterplan project

Consideration to approve an amendment to the Task Order with Alliance Consulting Engineers to provide consultant services to collect data along the Ogeechee Run and Little Ogeechee River related to the Waste Load Allocation

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   Consideration to approve to cancel the July 5, 2022 Board of Commissioners meeting

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XIII. Executive Session - Discussion of Personnel, Property and Pending Litigation

XIV. Executive Session Minutes - Consideration to approve the May 3, 2022 executive session minutes

XV. Adjournment
Staff Report

Subject: Schwab Charitable Brent Yates Fund
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/17/22
Item Description: Consideration for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Schwab Charitable Brent Yates Fund.

Summary Recommendation:
Staff is requesting approval for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Schwab Charitable Brent Yates Fund.

Executive Summary:
Schwab Charitable's mission is to increase giving in the U.S. with donor-advised funds and philanthropic services that make charitable giving tax-smart, simple and efficient. They offer tools, guidance and relationships that empower donors to incorporate charitable planning into their everyday lives and make a bigger difference in the world. Brent Yates Fund is one of those donors and has granted funds to Effingham County Fire & Rescue.

Background:
1. The grant award amount is $4,250.
2. There is no cost share requirement.

Alternatives for Commission to Consider:
1. Approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Schwab Charitable Brent Yates Fund grant award.
2. Do not approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Schwab Charitable Brent Yates Fund grant award.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Schwab Charitable Brent Yates Fund grant award.
Other Alternatives:
N/A

Department Review: (list departments)
Effingham County Fire & Rescue

Funding Source:
No cost share requirement

Attachments:
Schwab Charitable Brent Yates Fund Award Letter and Information
From: Buxbaum, Megan [mailto:Megan.Buxbaum@Schwab.com]
Sent: Thursday, March 31, 2022 3:35 PM
To: Mark Barnes <mbarnes@EffinghamCounty.org>
Subject: EXTERNAL: Donation Recommendation: Effingham County Board of Commissioners | Grant ID 5611506

Charity Name: Effingham County Board of Commissioners
Grant Amount: $4,250.00
Requested by: Brent Yates Fund
Special Purpose: Wherever it is needed most
Grant ID: 5611506

To Whom It May Concern,

I am pleased to inform you that a Schwab Charitable donor has recommended a grant to Effingham County Board of Commissioners in the amount of $4,250.00.

Please complete the attached Grant Eligibility Application and return it with a physical signature by responding to this email.

If you have any questions or concerns, please contact me directly via phone or by responding to this email. Thank you for your help in this matter.

All the best,

Sincerely,

Megan Buxbaum
Giving Specialist, Operations | Schwab Charitable

Ph 800.746.6216 x 56218
3005 Schwab Way | Westlake, TX 78252

Charles Schwab & Co., Inc.
NOTICE: All email sent to or from the Charles Schwab corporate email system is subject to archiving, monitoring and/or review by Schwab personnel. Schwab Charitable™ is the name used for the combined programs and services of Schwab Charitable Fund, an independent nonprofit organization. Schwab Charitable Fund has entered into service agreements with certain affiliates of The Charles Schwab Corporation.

Please send ALL transactional instructions securely by fax at 1-877-535-3852. For existing clients or advisors, please use the Message Center on Schwab.com or SchwabAdvisorCenter to send and receive messages and attachments securely. If you have questions, please call 1-800-746-6216 for assistance.
Grant Notification: We are pleased to notify Effingham County Board of Commissioners of a grant in the amount of $4,250.00 sent via wire transfer on 04/19/2022, on behalf of Brent Yates Fund at Schwab Charitable.

Grant Amount: $4,250.00

Acknowledgment: Brent Yates Fund

Address: You may acknowledge the donor(s) at:
95 N Riverview St Unit 613
Dublin, OH 43017-0050

Grant Designation: This grant is for Effingham Fire and Rescue.

If you have any questions regarding this grant, please visit www.schwabcharitable.org/charities. We wish you success with your charitable goals.

NOTE TO THE CHARITY:

- By accepting this grant, your organization certifies to Schwab Charitable that:
  - No donor or individual related to the donor will receive any goods, services or other more than incidental private benefits. Examples may include but are not limited to: If the grant is for an event or gala, it does not pay for tickets or any goods purchased at auction. If the grant is for a membership, the membership must be considered 100% tax deductible. If the grant is to support missionary work, your organization will have full control and discretion regarding its use and application. If the grant is for a scholarship, the donor does not have control over the distribution of funds. If the grant is to a school or educational fund, it does not pay for the tuition of the donor or any related individual nor for preferential tickets, seating or access to events.
  - The grant will not be used to fulfill a pre-existing legally binding pledge.
  - If grantee is a government entity, the grant funds can be used solely for public purposes as that term is used in Section 170(c)(1) of the Internal Revenue Code.

- Your organization should not provide the donor a tax receipt for this grant, as Schwab Charitable has already provided the donor with a tax receipt at the time of contribution. Please do not send thank you notes or marketing materials to Schwab Charitable.

- Grants and account names are recommendations of the donor and do not reflect the views of Schwab Charitable, Charles Schwab & Co. Inc. or any of its affiliates.

Schwab Charitable is the name used for the combined programs and services of Schwab Charitable Fund, an independent nonprofit organization. Schwab Charitable Fund is recognized as a tax-exempt public charity as defined in Internal Revenue Code ("IRC") Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi). Schwab Charitable Fund has entered into service agreements with certain affiliates of The Charles Schwab Corporation.
We have completed this wire transfer request. Your TRUIST acct has been credited for the net amount shown below.

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<th>TRN DATE</th>
<th>20220419</th>
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<th>00010142</th>
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<td>AMOUNT</td>
<td>4,250.00</td>
<td>ACCOUNT #</td>
<td>DDA - 2750</td>
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<tr>
<td>REFERENCE #</td>
<td>0001712615201</td>
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<tr>
<td>ORIGINATING BANK NAME</td>
<td>CHARLES SCHWAB AND CO., INC.</td>
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<td>ORIGINATING BANK #</td>
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<td>ORIGINATING BANK INFORMATION</td>
<td>/REC/SCHWAB CHARITABLE FUND</td>
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</table>

Thank you for banking with TRUIST. Please call your local TRUIST branch or call 1-844-4-TRUIST (1-844-487-8478) for questions regarding this wire transfer.
Good afternoon,

I've attached the completed form, and a copy of our IRS form w-9.

Thank you,

Mark W. Barnes
Finance Director
Finance Office

Effingham County Board of Commissioners
804 S. Laurel Street | Springfield, Georgia 31329
O (912) 754 8011 | F (912) 754 6097
mbarnes@effinghamcounty.org | www.effinghamcounty.org

From: Buxbaum, Megan [mailto:Megan.Buxbaum@Schwab.com]
Sent: Thursday, March 31, 2022 3:35 PM
To: Mark Barnes <mbarnes@EffinghamCounty.org>
Subject: EXTERNAL:Donation Recommendation: Effingham County Board of Commissioners | Grant ID 5611506

Charity Name: Effingham County Board of Commissioners
Grant Amount: $4,250.00
Requested by: Brent Yates Fund
Special Purpose: Wherever it is needed most
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Please complete the attached Grant Eligibility Application and return it with a physical signature by responding to this email.

If you have any questions or concerns, please contact me directly via phone or by responding to this email. Thank you for your help in this matter.
All the best,

Sincerely,

Megan Buxbaum
Giving Specialist, Operations | Schwab Charitable

Ph 800.746.6216 x 56218
3005 Schwab Way | Westlake, TX 76252

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**** This is an EXTERNAL email. Please do not click on a link or open ANY attachments unless you are confident it is from a trusted source and you are expecting this email. *****
Grant Eligibility Application for Government Entities

Congratulations! You are receiving this form because one of our donors has recommended a grant to your organization. However, to process this grant recommendation, we need to update some information. Please respond within two business days of receipt of this form. If you cannot, or if you have questions or need assistance, please contact the Giving Specialist noted below.

Schwab Charitable™ is an independent 501(c)(3) public charity with a mission to increase giving in the U.S. with donor-advised funds and philanthropic services that make charitable giving tax-smart, simple, and efficient. We offer tools, guidance, and relationships that empower donors to incorporate charitable planning into their everyday lives and make a bigger difference in the world. For more information about who we are, please visit www.schwabcharitable.org.

We appreciate your help in completing this form and supplying any requested documentation.

Questions or need assistance?
Giving Specialist: 
Email: 
Phone: 1-800-748-5216 ext. 
Please reference Grant ID: 

<table>
<thead>
<tr>
<th>1. Organization Information</th>
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<tbody>
<tr>
<td>Effingham County Board of Commissioners</td>
</tr>
<tr>
<td>Organization Legal Name</td>
</tr>
<tr>
<td>Federal Employer Identification Number (FEIN)</td>
</tr>
<tr>
<td>Other names by which donors can search for your organization</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Contact Information</th>
</tr>
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<tbody>
<tr>
<td>804 S Laurel St</td>
</tr>
<tr>
<td>Springfield GA 31329</td>
</tr>
<tr>
<td>Physical Address of Business Office (P.O. box not acceptable)</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Grant Mailing Address (If different from above)</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>(912) 754-8011</td>
</tr>
<tr>
<td>Primary Telephone Number</td>
</tr>
<tr>
<td><a href="mailto:finance@effinghamcounty.org">finance@effinghamcounty.org</a></td>
</tr>
<tr>
<td>General Email Address</td>
</tr>
<tr>
<td><a href="mailto:mbarnes@effinghamcounty.org">mbarnes@effinghamcounty.org</a></td>
</tr>
<tr>
<td>Alternate email for specific grant-related questions</td>
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</tbody>
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<tr>
<th>3. Responses Required</th>
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<tbody>
<tr>
<td>A. Return this application with a copy of any letter from the Internal Revenue Service describing your organization’s status for federal tax purposes.</td>
</tr>
<tr>
<td>B. Is your organization any of the following? (Check all that apply)</td>
</tr>
<tr>
<td>☐ State government (including the District of Columbia, Puerto Rico, the Virgin Islands, and interstate instrumentalities)</td>
</tr>
<tr>
<td>☑ Local government and subdivisions</td>
</tr>
<tr>
<td>☐ Indian tribal governments</td>
</tr>
<tr>
<td>☐ Instrumentalities</td>
</tr>
</tbody>
</table>
C. Does your organization have any of the following governmental powers? (Check all that apply)

☐ The power to levy any tax
☐ The power of eminent domain
☐ Police power over any area

For any checked boxes, please provide a supporting statement or documentation.

D. If your organization was formed pursuant to a statute or a constitutional provision, provide a copy of such statute or provision.

E. Provide copies of your organization’s founding documents (e.g., charter or other evidence of incorporation, joint powers agreement, or any other document that created or governs the entity).

4. Certification of Compliance (Please read, complete, and sign this section.)

A tax-exempt organization will jeopardize its exemption if it ceases to be operated exclusively for exempt purposes. An organization will be operated exclusively for exempt purposes only if it engages primarily in activities that accomplish the exempt purposes specified in Internal Revenue Code Section 501(c)(3). An organization will not be so regarded if more than an insubstantial part of its activities does not further an exempt purpose. A tax-exempt organization:

• must absolutely refrain from participating in the political campaigns of candidates for local, state, or federal office
• must restrict its lobbying activities to an insubstantial part of its total activities
• must ensure that its earnings do not inure to the benefit of any private shareholder or individual; in addition to loss of the organization’s tax-exempt status, activities constituting inurement may result in the imposition of penalty excise taxes on individuals benefiting from excess benefit transactions,
• must not operate for the benefit of private interests such as those of its founder, the founder’s family, its shareholders, or persons controlled by such interests
• must not operate for the primary purpose of conducting a trade or business that is not related to its exempt purpose, such as a school’s operation of a factory
• may not provide commercial-type insurance as a substantial part of its activities
• may not have purposes or activities that are illegal or violate fundamental public policy
• must satisfy annual filing requirements

A tax-exempt organization that does not file a required annual return or notice for three consecutive years automatically loses its tax-exempt status. By completing and returning this Grant Eligibility Application, I certify that:

• This organization is a governmental entity as described in Section 170(c)(1) of the Internal Revenue Code and that I am not aware of any revocation or challenge to the organization’s tax-exempt status.
• The organization acknowledges that the grant funds from Schwab Charitable® can be used solely for public purposes as that term is used in Section 170(c)(4) of the Internal Revenue Code.
• No donor or related individual or entity will receive any quid pro quo or other benefit as a result of grants from Schwab Charitable®.
• The information contained in this application is correct, complete, and accurate.

Signature (Please sign in blue or black ink.)

Mark W. Barnes

Finance Director

5. Delivery Instructions

Completion and return of this form is not a guarantee of receipt of a grant from Schwab Charitable.

STOPL For faster processing, please be sure to deliver any requested documentation with this form.

• Email: Recommended for fastest processing, you may take a picture of/scan all pages of this form and attach in an email to the Giving Specialist identified at the beginning of this form.
• Fax: 1-877-535-3852
• Mail: Schwab Charitable, P.O. Box 628298, Orlando, FL 32862

Schwab Charitable is the name used for the combined programs and services of Schwab Charitable Fund®, an independent nonprofit organization. Schwab Charitable Fund has entered into service agreements with certain subsidiaries of The Charles Schwab Corporation.
Staff Report

Subject: Georgia Trauma Commission EMS Trauma Related Equipment Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/17/22

Item Description: Consideration for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant.

Summary Recommendation:
Staff is requesting approval for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant.

Executive Summary:
At the request of the EMS Subcommittee, the Georgia Trauma Commission approved a grant award opportunity using AFY 2022 funding for EMS agencies to be used for purchases(s) of Trauma Related Equipment to equip ambulances. The total amount of funds to be awarded is $1,835,156 statewide. The grant can be used to purchase equipment that is on the required list for ambulance licensure by the Georgia State Office of EMS and Trauma within the Joint Policy Statement or the Commission approved list.

The current ambulance state count yielded 1,532 ambulances or reimbursement up of $1,197.88 per ambulance. Effingham County EMS has 10 eligible ambulances and have purchased equipment for reimbursement per the following:

<table>
<thead>
<tr>
<th>Item(s) Purchased</th>
<th>Quantity</th>
<th>Cost Per Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EZ-IO 25 mm Needle</td>
<td>4</td>
<td>$550.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>EZ-IO 45 mm Needle</td>
<td>4</td>
<td>$550.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Toughbook Computer</td>
<td>4</td>
<td>$639.00</td>
<td>$2,556.00</td>
</tr>
<tr>
<td>Pedi Mate Plus</td>
<td>5</td>
<td>$414.99</td>
<td>$2,074.95</td>
</tr>
<tr>
<td>Infant Sensors</td>
<td>2</td>
<td>$509.80</td>
<td>$1,019.60</td>
</tr>
<tr>
<td>Smart Capnoline Plus</td>
<td>2</td>
<td>$394.75</td>
<td>$789.50</td>
</tr>
<tr>
<td>Pedi Sensors</td>
<td>2</td>
<td>$409.80</td>
<td>$819.60</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$11,659.65</strong></td>
</tr>
</tbody>
</table>

Background:
1. The grant award amount is $11,978.80.
2. This is a reimbursement grant.
3. There is no cost share requirement.
4. The deadline date was April 30, 2022.

**Alternatives for Commission to Consider:**

1. Approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GTC EMS Trauma Related Equipment Grant.
2. Do not approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GTC EMS Trauma Related Equipment Grant.
3. Provide Staff with Direction

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, GTC EMS Trauma Related Equipment Grant.

**Other Alternatives:**

N/A

**Department Review:** *(list departments)*

Effingham County EMS

**Funding Source:**

No cost share requirement

**Attachments:**

EMS Trauma Related Equipment Grant Application Information and Award Letter
GEORGIA TRAUMA COMMISSION

GEORGIA TRAUMA COMMISSION EMS TRAUMA RELATED EQUIPMENT GRANT APPLICATION FORM

| Name of Grant: AFY 2022 EMS GTCNC EMS Trauma Related Equipment Grant |
| Applying Organization Legal Name: Effingham County Bd of Comm. |
| Doing Business As “DBA” (if differs from Legal Name): Effingham County EMS |
| Mailing Address: 804 S Laurel St |
| City: Springfield | State: Georgia | ZIP Code: 31329 | County: Effingham |
| Phone: 912-754-2148 | Fax: 912-754-8420 | E-mail: wmcduffle@effinghamcounty.org |
| Federal Tax ID Number: 58-6000821 |
| GA EMS Provider License Number: 051-02 |

**EMS DIRECTOR OF APPLYING ORGANIZATION**

Name/Title: Wanda McDuffle, Director

Phone: 912-754-2148 | E-mail: wmcduffle@effinghamcounty.org

**CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION** (If Different from Contact Person(s) listed above)

| Name/Title: |
| Phone: | E-mail: |

**Please answer each question:**

<table>
<thead>
<tr>
<th>QUESTION</th>
<th>ANSWER FIELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the original signed and notarized affidavit listing and affirming all seven (7) conditions detailed in Attachment B and on Applying Organization’s letterhead included in this completed application? Enter “Yes” or “No” in the answer field.</td>
<td>yes</td>
</tr>
<tr>
<td>Does the Applying Organization understand and agree to comply with the eligible equipment parameters detailed in Attachment B of the grant documents? Enter “Yes” or “No” in the answer field.</td>
<td>yes</td>
</tr>
<tr>
<td>Which county or counties is the Applying Organization requesting funds for?</td>
<td>Effingham</td>
</tr>
</tbody>
</table>

I certify the information contained in the submitted application is true and accurate to the best of my knowledge and that I have submitted this application on the behalf of the Applying Organization.

**SIGNATURE:** Wanda McDuffle | **TITLE:** EMS Director | **DATE:** 4.26.2022

This Document is to be **completed, printed, signed and submitted** as part of the Application Packet. EACH QUESTION MUST BE ANSWERED.
I am the Director of Effingham County. I, Wanda McDuffie, do affirm the following listed equipment has been purchased and placed in service. I, Wanda McDuffie, agree to the following items listed below:

<table>
<thead>
<tr>
<th>Item(s) Purchased</th>
<th>Number of Units Purchased</th>
<th>Cost of Each Unit</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>EZ-IO 25 mm Needle</td>
<td>Four</td>
<td>$550.00</td>
<td>$2200</td>
</tr>
<tr>
<td>EZ-IO 45 mm Needle</td>
<td>Four</td>
<td>$550.00</td>
<td>$2200</td>
</tr>
<tr>
<td>Toughbook Computer</td>
<td>Four</td>
<td>$639.00</td>
<td>$2556.00</td>
</tr>
<tr>
<td>Pedi Mate Plus</td>
<td>Five</td>
<td>$414.99</td>
<td>$2074.95</td>
</tr>
<tr>
<td>Infant Sensors</td>
<td>Two</td>
<td>$509.80</td>
<td>$1019.60</td>
</tr>
<tr>
<td>Smart Capnoline Plus</td>
<td>Two</td>
<td>$394.74</td>
<td>$789.50</td>
</tr>
<tr>
<td>Pedi Sensors</td>
<td>Two</td>
<td>$409.80</td>
<td>$819.60</td>
</tr>
</tbody>
</table>

Total Cost of All Items Purchased: $11659.65

1. Agree to utilize these grant dollars for trauma related services with the 911-zone EMS agency described in the application for the grant.

2. Agree that if there is equipment purchased with grant dollars and is to be sold, Georgia Trauma Commission will approve the disposal before the disposal is affected.
   a. Agree that this equipment will not be used as collateral for a loan beyond the amount of local contribution.
   b. Agree that this equipment will remain titled to the original grantee unless permission is obtained from the Georgia Trauma Commission to reallocate this equipment to another 911-zone EMS Agency.

3. Agree that these grant dollars will not be used to supplant, decrease or reallocate the existing budgeted dollars to the local 911-zoned EMS Response system.

4. Applying organization agrees to participate in the Georgia Trauma Commission-sponsored trauma system development activities. Specifically for CY 2022-2023, the organization agrees to participate in its respective EMS Region trauma system plan development; and all Regional Trauma Advisory Committee meetings.
5. Applying organization agrees it is compliant with the Department of Public Health State Office of EMS data submission requirements. The State Office of EMS will determine compliance.

6. Applying organization agrees to make available, at all reasonable times during FY 2022, the records for inspection or audit by a duly authorized representative appointed by the Commission or the Georgia State Auditor.

7. Applying organization shall preserve and make available its records for a period of five (5) years from the date of final payment under this agreement or for such period (if any) as is required by applicable statute.

Wanda McDuffie, Director
Effingham County EMS
601 N. Laurel St.
Springfield, Ga. 31329
Order Confirmation Only - Do Not Pay

No. Date Page
8732902 04/12/2022 1 of 2

Sold To Party
Effingham County EMS
285 1st Street Extension
Springfield GA 31329-3557
USA

Account No. 1083214

Ship To Party
Effingham County EMS
285 1st Street Extension
Springfield GA 31329-3557
USA

Account No 1083214

Purchase Order No. Purchase Order Date Order Placed By Processed By Carrier/Level of Service
Grant22 04/12/2022 Wanda Mccluffe CLOUN UPS Ground

Freight Terms Incoterm Payment Terms Currency
See Detail Items FOB Origin Net 30 USD

<table>
<thead>
<tr>
<th>Line</th>
<th>Material</th>
<th>Brand</th>
<th>Material Description</th>
<th>UOM</th>
<th>Order Qty</th>
<th>Shipping Date</th>
<th>Unit Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>10</td>
<td>9079-VC-005</td>
<td>Arrow</td>
<td>EZ-IO 45MM NEEDLE (BOX OF 5)</td>
<td>BX</td>
<td>4</td>
<td>/ / **</td>
<td>550.00</td>
<td>2,200.00</td>
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<td>20</td>
<td>9001-VC-005</td>
<td>Arrow</td>
<td>EZ-IO 25MM NEEDLE (BOX OF 5)</td>
<td>BX</td>
<td>4</td>
<td>04/12/2022</td>
<td>550.00</td>
<td>2,200.00</td>
</tr>
</tbody>
</table>

Freight Terms: Prepaid

Sub-Total 4,400.00
Freight Ground 15.50
Ship Savings 7.75

Total USD 4,407.75

The terms on our Acknowledgment and Invoices state Teleflex LLC’s entire contract. Teleflex LLC shall not be bound by any different, additional, or conflicting terms and conditions contained in Buyer’s Purchase Order unless expressly agreed to in writing by Teleflex LLC. Teleflex LLC’s Acknowledgment will not hereafter be subject to any change, modification, or conflicting language without Teleflex LLC’s prior written consent.

2015 Carrington Mill Blvd Morrisville, NC 27560 USA
Tel 866-246-6990
Email cs@teleflex.com www.teleflex.com
Order Placed: April 22, 2022
PO number: 136-4-22-22-2
Amazon.com order number: 114-5436431-0673852
Order Total: $2,556.00

---

### Shipped on April 22, 2022

**Items Ordered**

<table>
<thead>
<tr>
<th>Item(s) Ordered</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 of: Panasonic Toughbook CF-31 MK5, Intel i5-5300U 2.3GHz, 13.1 LED Touchscreen, 8GB, 256GB SSD, Windows 10 Pro, WiFi, Bluetooth, DVD, 4G LTE, Backlit Keyb</td>
<td>$639.00</td>
</tr>
</tbody>
</table>

**Shipping Address:**

Chris Reed  
804 S LAUREL ST  
SPRINGFIELD, GA 31329-9235  
United States

**Shipping Speed:**

FREE Shipping

**Item(s) Subtotal:** $1,917.00

**Shipping & Handling:** $18.58

**Free Shipping:** -$18.58

**Total before tax:** $1,917.00

**Sales Tax:** $0.00

**Total for This Shipment:** $1,917.00

---

### Shipped on April 26, 2022

**Items Ordered**

<table>
<thead>
<tr>
<th>Item(s) Ordered</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 of: Panasonic Toughbook CF-31 MK5, Intel i5-5300U 2.3GHz, 13.1 LED Touchscreen, 8GB, 256GB SSD, Windows 10 Pro, WiFi, Bluetooth, DVD, 4G LTE, Backlit Keyb</td>
<td>$639.00</td>
</tr>
</tbody>
</table>

**Shipping Address:**

Chris Reed  
804 S LAUREL ST  
SPRINGFIELD, GA 31329-9235  
United States

**Shipping Speed:**

FREE Shipping

**Item(s) Subtotal:** $639.00

**Shipping & Handling:** $6.19

**Free Shipping:** -$6.19

**Total before tax:** $639.00

**Sales Tax:** $0.00

**Total for This Shipment:** $639.00

---

### Payment Information

**Payment Method:** Visa | Last digits: 8181

**Item(s) Subtotal:** $2,556.00

**Shipping & Handling:** $24.77
Billing address
Chris Reed
601 N LAUREL ST IT DEPT
SPRINGFIELD, GA 31329-6816
United States

Promotion applied: -$24.77
Total before tax: $2,556.00
Estimated Tax: $0.00
Grand Total: $2,556.00

Credit Card transactions
Visa ending in 8181: April 26, 2022: $639.00
Visa ending in 8181: April 22, 2022: $1,917.00

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc.
## Sales Order Confirmation

**Bill To:** 215896  
**Ship To:** SHIP002

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Ordered</th>
<th>Shipped</th>
<th>U of M</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3250-11503</td>
<td>Child Transport, Ferno Pedi-Mate Plus, Designed for Children 4.5 to 43.5 kg (10-100 lb)</td>
<td>5</td>
<td>5</td>
<td>EA</td>
<td>$414.99</td>
<td>$2,074.95</td>
</tr>
</tbody>
</table>

**Note:** * Indicates taxable item

<table>
<thead>
<tr>
<th>Ref #</th>
<th>33417959</th>
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</thead>
</table>

### Payment Terms
- **Order #** 103546979
- **Date** 4/21/2022
- **Page** 1 of 1
- **Entered By** MJOHNSON

**TIN #** 31-1739487

<table>
<thead>
<tr>
<th>Order</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>4/21/2022</td>
</tr>
<tr>
<td>Page</td>
<td>1</td>
</tr>
<tr>
<td>Entered By</td>
<td>MJOHNSON</td>
</tr>
</tbody>
</table>
## Sales Order Confirmation

**Order #**: 103649587  
**Date**: 4/22/2022

**Bill To**:  
EFFINGHAM COUNTY EMS  
601 N LAUREL ST  
SPRINGFIELD, GA 31329-6816

**Ship To**:  
EFFINGHAM COUNTY EMS  
285 FIRST STREET EXT  
SPRINGFIELD, GA 31329-3557

<table>
<thead>
<tr>
<th>Purchase Order No.</th>
<th>Customer ID</th>
<th>Salesperson ID</th>
<th>Whse</th>
<th>Shipping Method</th>
<th>Payment Terms</th>
<th>Ref #</th>
</tr>
</thead>
<tbody>
<tr>
<td>GRANT 22</td>
<td>215896</td>
<td>D MCCOY</td>
<td>08</td>
<td>NO FRT</td>
<td>NET 30</td>
<td>33418635</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>Ordered</th>
<th>Shipped</th>
<th>B/O</th>
<th>U of M</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2712-41171</td>
<td>Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/R (Rainbow or Sp02 only) Pt Cable 20bx</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>BX</td>
<td>$509.80</td>
<td>$1,019.60</td>
</tr>
<tr>
<td>691-11996000162E</td>
<td>Cannula, Smart Capnoline Plus, adult/intermediate, pt greater than 20kg, 255cm tubing length 25ea/tx</td>
<td>2</td>
<td>2</td>
<td>0</td>
<td>BX</td>
<td>$394.75</td>
<td>$789.50</td>
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<tr>
<td>2712-40171</td>
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<td>2</td>
<td>0</td>
<td>BX</td>
<td>$409.80</td>
<td>$819.60</td>
</tr>
</tbody>
</table>

Note: * Indicates taxable item

**Subtotal**: $2,628.70  
**Tax**: $0.00  
**Freight**: $0.00  
**Trade Discount**: 0.00  
**Total**: $2,628.70
April 8, 2022

**Notice of Grant Awards for EMS Trauma Related Equipment for Amended FY 2022 GTCNC Budget**

At the request of the EMS Subcommittee, the GTCNC approved another grant award opportunity using AFY 2022 funding for your EMS agency “GRANTEE” to be used for purchase(s) of Trauma Related Equipment to equip ambulances. The total amount of funds to be awarded is $1,835,156 statewide. Our current ambulance count yielded 1,532 ambulances or reimbursement up of $1,197.88 per ambulance. **Funds will be distributed on a reimbursement basis only.** Attachment D contains the award amount per grantee.

Attached please find the following documents:

- Attachment A - Grant Application
- Attachment B - Instructions for the required notarized affidavit.
- Attachment C - Approved equipment lists.
- Attachment D - Awards by Region/Service.

The deadline to submit completed grant packets including your agency applications, affidavit and copy of invoice or purchase order for reimbursement is on or before **April 30, 2022**. Applications received after this date will be returned to the sender.

**PLEASE NOTE:** We will accept applications emailed to (gtcbusinessops@gtcnc.org) or mailed to 248 W Jefferson Street Madison, GA 30650. If sending an electronic copy, it is no longer necessary to mail a hard copy.

This grant can be used by the GRANTEE to purchase equipment that is on the required list for ambulance licensure by the Georgia State Office of EMS and Trauma within the Joint Policy Statement or the Commission approved list both in Attachment C. The purpose of the AFY 2022 EMS Equipment Grant is to reimburse EMS Agencies for equipment purchased from the approved equipment lists found in Attachment C. This has been updated with the approved most recent equipment grant cycle.

Attachment D provided gives a list of EMS agencies and award amounts by Region. This list has been reviewed and confirmed by the Georgia Office of EMS and Trauma. If you see a discrepancy in the amount of 911 ambulances for your agency, please let us know and we will make every effort to adjust that in future grant opportunities.
*In an effort to be more efficient and make timely for reimbursements payments to our Grantees, the GTCNC strongly encourages the use of ACH. Our policy mirrors the State Accounting Office policy regarding ACH payments. Please contact us if there are any questions about ACH payments*

We look forward to serving the EMS community with this grant award opportunity. If you have any questions, please feel free to contact the GTCNC office at 706-841-2800, as any of the office staff can assist.

Sincerely,

*Elizabeth V. Atkins*

Elizabeth V. Atkins, MSN, RN, TCRN
Executive Director
Georgia Trauma Care Network Commission
liz@gtcnc.org

Ecc: Dennis W. Ashley, MD, FACS
Chairman, Georgia Trauma Care Network Commission
FY 2022 GTC EMS Trauma Equip Grant Award Letter

Final Audit Report 2022-04-08

Created: 2022-04-08
By: Katie Hamilton (katie@gtcnc.org)
Status: Signed
Transaction ID: CBJCHBCAABAARlwkgGx_j54-8t4-k5DEO5FBuugBaaDu

"FY 2022 GTC EMS Trauma Equip Grant Award Letter" History

Document created by Katie Hamilton (katie@gtcnc.org)
2022-04-08 - 8:03:30 PM GMT

Document emailed to Liz Atkins (liz@gtcnc.org) for signature
2022-04-08 - 8:04:39 PM GMT

Email viewed by Liz Atkins (liz@gtcnc.org)
2022-04-08 - 8:06:50 PM GMT

Document e-signed by Liz Atkins (liz@gtcnc.org)
Signature Date: 2022-04-08 - 8:09:26 PM GMT - Time Source: server

Agreement completed.
2022-04-08 - 8:08:26 PM GMT
EMS Trauma Care Related Equipment Grant

Additional Approved Supplies List:
Adult Intraosseous Supplies
Capnography
External Blood Clotting Supplies
Impedance Threshold devices (ITD)
Eject Helmet Removal System
Scoop Stretcher
Pediatric Resuscitation Items
Commercially made Pelvic Stabilization Devices
Commercially made Tourniquet Devices
Commercially made Eye Irrigation Devices
Pressure infusion bags
Commercially made Chest Decompression Needles
Commercial Washing Machine
Emergency Cricothyrotomy Kit (non-surgical crico kit)
Pulse oximeters and probes
Transport Ventilator
Laptop/Toughbooks
Video Laryngoscopy
Rescue/Evacuation Litter
Rescue Advanced Life Support Skill Mannequin Trainer
Jump Bags
Thermometers
Infusion Pumps
Stair Chair
Replacement AVLS Antennae
Portable, lightweight, patient lifting device (Binder Lift)
Bariatric Ambulance Ramp
Narcotics Lock Box
Two-way Radios
Pediatric Ambulance Child Restraint devices
Batteries & Battery Chargers – for cardiac monitors, stretchers, two-way radios and the like
Adult & Pediatric Airway head mannequins
Combi Extrication Tool
Disposable CPAP units
Utility Terrain Vehicle
Automatic Chest Compression System
JOINT POLICY STATEMENT

EQUIPMENT FOR GROUND AMBULANCES

American Academy of Pediatrics
American College of Emergency Physicians
American College of Surgeons Committee on Trauma
Emergency Medical Services for Children
Emergency Nurses Association
National Association of EMS Physicians
National Association of State EMS Officials

Four decades ago, the Committee on Trauma of the American College of Surgeons (ACS) developed a list of standardized equipment for ambulances. In 1988, the American College of Emergency Physicians (ACEP) published a similar list. The two organizations collaborated on a joint document published in 2000, and the National Association of EMS Physicians (NAEMSP) participated in the 2005 revision. The 2005 revision included resources needed on emergency ground ambulances for appropriate homeland security. All three organizations adhere to the principle that emergency medical services (EMS) providers at all levels must have the appropriate equipment and supplies to optimize out-of-hospital delivery of care. The document was written to serve as a standard for the equipment needs of emergency ground ambulance services both in the United States and Canada.

EMS providers care for patients of all ages who have a wide variety of medical and traumatic conditions. The 2009 revision included updated pediatric recommendations developed by members of the Federal Emergency Medical Services for Children (EMSC) Stakeholder Group and endorsed by the American Academy of Pediatrics (AAP). The EMSC program has developed several performance measures for the program’s state partnership grantees. One of the performance measures evaluates the availability of essential pediatric equipment and supplies for basic life support (BLS) and advanced life support (ALS) patient care units. This document is used as the standard for this performance measure. The National Association of State EMS Officials and the Emergency Nurses Association have participated in the latest revision process. The recommendations in this document specifically pertain to ALS and BLS emergency ground ambulance services in the United States.

For purposes of this document, the following definitions have been used: a neonate is 0–28 days old, an infant is 29 days to 1 year old, and a child is >1 year through 11 years old with delineation into the following developmental stages:

- Toddlers (1–3 years old)
- Preschoolers (3–5 years old)
- Middle childhood (6–11 years old)
- Adolescents (12–18 years old)

These standard definitions are age based. Length-based systems have been developed to more accurately estimate the weight of children and predict appropriate equipment sizes, medication doses, and guidelines for fluid volume administration.

PRINCIPLES OF OUT-OF-HOSPITAL CARE

The goal of out-of-hospital care is to minimize further systemic injury and manage life-threatening conditions through a series of well-defined and appropriate interventions and to embrace principles that ensure patient safety. High-quality, consistent emergency care demands continuous quality improvement and is directly dependent on the effective monitoring, integration, and evaluation of all components of the patient’s care.

Declaration of Interest: Organizations participating in this joint policy statement, and their representatives to the working group that drafted it, report no conflicts of interest.

Integral to this process is medical oversight of out-of-hospital care by using preexisting patient care protocols (indirect medical oversight), which are evidence based when possible, or by medical control via voice and/or video communication (direct medical oversight). The protocols that guide patient care should be established collaboratively by medical directors for ground ambulance services, adult and pediatric emergency medicine physicians, adult and pediatric trauma surgeons, and appropriately trained basic and advanced emergency medical personnel. Current recommendations of the Institute of Medicine (IOM) encourage each EMS agency to have a pediatric coordinator to specifically coordinate the capability of the service to care for non-adult patients.

**EQUIPMENT AND SUPPLIES**

The current guidelines provide a recommended core list of supplies and equipment that should be stocked on ground ambulances to provide the accepted standards of patient care. Equipment requirements will vary, depending on the certification or licensure levels of the providers (as defined by the National EMS Scope of Practice Model 2007 [www.ems.gov/education/EMSScope.pdf]), local medical direction and jurisdiction, population densities, geographic and economic conditions of the region, and other factors.

The National EMS Scope of Practice Model defines and describes four certification or licensure levels of EMS provider: emergency medical responder (EMR), emergency medical technician (EMT), advanced EMT (AEMT), and paramedic. Each level represents a unique role, set of skills, and knowledge base. The National EMS Scope of Practice Model establishes a framework that ultimately determines the range of skills and roles that an individual possessing a state EMS license is authorized to do in a given EMS system. Individual state EMS rules or regulations that limit provider scope of practice may impact the need for availability of certain pieces of equipment.

The current equipment list is derived from a number of sources, which may be found in the reference list at the end of the document. The use of a proprietary name that is inextricably linked with its product should not be construed as an endorsement.

The following list is divided into equipment for basic life support (BLS) and advanced life support (ALS) emergency ground ambulances. ALS ambulances must have all of the equipment on the required BLS list as well as equipment on the required ALS list. This list represents a consensus of recommendations for equipment and supplies that will facilitate patient care in the out-of-hospital setting.

### REQUIRED EQUIPMENT FOR BLS EMERGENCY GROUND AMBULANCES

**A. Ventilation and Airway Equipment**

1. Portable and fixed suction apparatus with a regulator, per federal specifications
   - Wide-bore tubing, rigid pharyngeal curved suction tip; tonsil and flexible suction catheters, 6F–16F, are commercially available (have one between 6F and 10F and one between 12F and 16F)

2. Portable oxygen apparatus, capable of metered flow with adequate tubing

3. Portable and fixed oxygen supply equipment
   - Variable flowmeter

4. Oxygen administration equipment
   - Adequate-length tubing; transparent mask (adult and child sizes), both non-rebreathing and valveless; nasal cannulas (adult, child)

5. Bag-valve mask (manual resuscitator)
   - Hand-operated, self-expanding bag; adult (>1000 mL) and child (450–750 mL) sizes, with oxygen reservoir/accumulator, valve (clear, operable in cold weather), and mask (adult, child, infant, and neonate sizes)

6. Airways
   - Nasopharyngeal (16F–34F; adult and child sizes)
   - Oropharyngeal (sizes 0–5; adult, child, and infant sizes)

7. Pulse oximeter with pediatric and adult probes

8. Saline drops and bulb suction for infants

**B. Monitoring and Defibrillation**

BLS ground ambulances should be equipped with an automated external defibrillator (AED) unless staffed by advanced life support personnel who are carrying a monitor/defibrillator. The AED should have pediatric capabilities, including child-sized pads and cables OR dose attenuator with adult pads.

**C. Immobilization Devices**

1. Cervical collars
   - Rigid for children ages 2 years or older; child and adult sizes (small, medium, large, and other available sizes) OR pediatric and adult adjustable cervical collars

2. Head immobilization device (not sandbags)
   - Firm padding or commercial device

3. Upper and lower extremity immobilization devices
   - Joint-above and joint-below fracture (sizes appropriate for adults and children) rigid support, constructed with appropriate material (cardboard, metal, pneumatic, vacuum, wood, or plastic)
4. Impervious backboards (long, short; radiolucent preferred) and extrication device
   - Short extrication/immobilization device (e.g., KED)
   - Long transport (head-to-feet length) with at least 3 appropriate restraint straps (chin strap alone should not be used for head immobilization) and with padding for children and handholds for moving patients

D. Bandages/Hemorrhage Control
1. Commercially packaged or sterile burn sheets
2. Bandages
   - Triangular bandages
3. Dressings
   - Sterile dressings, including gauze sponges of suitable size
   - Abdominal dressing
4. Gauze rolls
   - Various sizes
5. Occlusive dressing or equivalent
6. Adhesive tape
   - Various sizes (including 1’’ and 2’’ hypoallergenic)
   - Various sizes (including 1’’ and 2’’ adhesive)
7. Arterial tourniquet (commercial preferred)

E. Communication
Two-way communication device between ground ambulance, dispatch, medical control, and receiving facility

F. Obstetrical Kit (commercially packaged are available)
1. Kit (separate sterile kit)
   - Towels, 4’’ × 4’’ dressing, umbilical tape, sterile scissors or other cutting utensil, bulb suction, clamps for cord, sterile gloves, blanket
2. Thermal absorbent blanket and head cover, aluminum foil roll, or appropriate heat-reflective material (enough to cover newborn infant)

G. Miscellaneous
1. Access to pediatric and adult patient care protocols
2. A length-based resuscitation tape OR a reference material that provides appropriate guidance for pediatric drug dosing and equipment sizing based on length OR age
3. Sphygmomanometer (pediatric and adult regular size and large cuffs)
4. Adult stethoscope
5. Thermometer with low-temperature capability
6. Heavy bandage or paramedic scissors for cutting clothing, belts, and boots
7. Cold packs
8. Sterile saline solution for irrigation
9. Two functional flashlights
10. Blankets
11. Sheets (at least one change per cot)
12. Pillows
13. Towels
14. Triage tags
15. Emesis bags or basins
16. Urinal
17. Wheeled cot
18. Stair chair or carry chair
19. Patient care charts/forms or electronic capability
20. Lubricating jelly (water soluble)

H. Infection Control
1. Eye protection (full peripheral glasses or goggles, face shield)
2. Face protection (e.g., surgical masks per applicable local or state guidance)
3. Gloves, nonsterile
4. Fluid-resistant overalls or gowns
5. Waterless hand cleanser, commercial antimicrobial (towelette, spray, or liquid)
6. Disinfectant solution for cleaning equipment
7. Standard sharps containers, fixed and portable
8. Biohazard trash bags (color coded or with biohazard emblem to distinguish from other trash)
9. Respiratory protection (e.g., N95 or N100 mask—per applicable local or state guidance)

*Latex-free equipment should be available

I. Injury-prevention Equipment
1. Availability of necessary age/size-appropriate restraint systems for all passengers and patients transported in ground ambulances. For children, this should be according to the National Highway Traffic Administration’s document: Safe Transport of Children in Emergency Ground Ambulances (www.nhtsa.gov/staticfiles/nti/pdf/811677.pdf)
2. Fire extinguisher
3. Department of Transportation Emergency Response Guide
4. Reflective safety wear for each crewmember (must meet American National Standard for High Visibility Public Safety Vests if working within the right of way of any federal-aid highway. Visit www.reflectivevest.com/federalhighwayruling.html for more information)
REQUIRED EQUIPMENT: ADVANCED LIFE SUPPORT (ALS) EMERGENCY GROUND AMBULANCES

For paramedic services, include all of the required equipment listed above, plus the following additional equipment and supplies. For advanced EMT services (and other non-paramedic advanced levels), include all of the equipment from the above list and selected equipment and supplies from the following list, based on scope of practice, local need, and consideration of out-of-hospital characteristics and budget.

A. Airway and Ventilation Equipment
   1. Laryngoscope handle with extra batteries and bulbs
   2. Laryngoscope blades, sizes:
      a. 0–4, straight (Miller), and 
      b. 2–4, curved
   3. Endotracheal tubes (if ALS service scope of practice includes tracheal intubation), sizes:
      a. 2.5, 3.0, 3.5, 4.0, 4.5, 5.0, and 5.5 mm cuffed and/or uncuffed, and 
      b. 6.0, 6.5, 7.0, 7.5, and 8.0 mm cuffed (1 each), other sizes optional
   4. 10-mL non-Luer Lock syringes
   5. Stylettes for endotracheal tubes, adult and pediatric
   6. Magill forceps, adult and pediatric
   7. End-tidal CO₂ detection capability (adult and pediatric)
   8. Rescue airway device, such as the ETDLA (esophageal–tracheal double-lumen airway), laryngeal tube, disposable supraglottic airway, or laryngeal mask airway (as approved by local medical direction)

B. Vascular Access
   1. Isotonic crystalloid solutions
   2. Antiseptic solution (alcohol wipes and povidone–iodine wipes preferred)
   3. Intravenous fluid bag pole or roof hook
   4. Intravenous catheters, 14G–24G
   5. Intraosseous needles or devices appropriate for children and adults
   6. Latex-free tourniquet
   7. Syringes of various sizes
   8. Needles, various sizes (including suitable sizes for intramuscular injections)
   9. Intravenous administration sets (microdrip and macrodrip)
   10. Intravenous arm boards, adult and pediatric

C. Cardiac
   1. Portable, battery-operated monitor/defibrillator
   • With tape write-out/recorder, defibrillator pads, quick-look paddles or electrode, or hands-free patches, electrocardiogram leads, adult and pediatric chest attachment electrodes, adult and pediatric paddles
   2. Transcutaneous cardiac pacemaker, including pediatric pads and cables
   • Either stand-alone unit or integrated into monitor/defibrillator

D. Other Advanced Equipment
   1. Nebulizer
   2. Glucometer or blood glucose measuring device with reagent strips
   3. Long large-bore needles or angiocatheters (should be at least 3.25” in length for needle chest decompression in large adults)

E. Medications
   Drug dosing in children should use processes minimizing the need for calculations, preferably a length-based system. In general, medications may include:
   1. Cardiovascular medication, such as 1:10,000 epinephrine, atropine, antidysrhythmics (e.g., adenosine and amiodarone), calcium channel blockers, beta-blockers, nitroglycerin tablets, aspirin, vasopressor for infusion
   2. Cardiopulmonary/respiratory medications, such as albuterol (or other inhaled beta agonist) and ipratropium bromide, 1:1000 epinephrine, furosemide
   3. 50% dextrose solution (and sterile diluent or 25% dextrose solution for pediatrics)
   4. Analgesics, narcotic and nonnarcotic
   5. Anti-epileptic medications, such as diazepam or midazolam
   6. Sodium bicarbonate, magnesium sulfate, glucagon, naloxone hydrochloride, calcium chloride
   7. Bacteriostatic water and sodium chloride for injection
   8. Additional medications, as per local medical director

OPTIONAL EQUIPMENT

The equipment in this section is not mandated or required. Use should be based on local needs and resources.

A. Optional Equipment for BLS Ground Ambulances
   1. Glucometer or blood glucose test strips (per state protocol and/or local medical control approval)
2. Infant oxygen mask
3. Infant self-inflating resuscitation bag
4. Airways
   a. Nasopharyngeal (12F, 14F)
   b. Oropharyngeal (size 00)
5. CPAP/BiPAP capability
6. Neonatal blood pressure cuff
7. Infant blood pressure cuff
8. Pediatric stethoscope
9. Infant cervical immobilization device
10. Pediatric backboard and extremity splints
11. Femur traction device (adult and child sizes)
12. Pelvic immobilization device
13. Elastic wraps
14. Ocular irrigation device
15. Hot packs
16. Warming blanket
17. Cooling device
18. Soft patient restraints
19. Folding stretcher
20. Bedpan
21. Topical hemostatic agent/bandage
22. Appropriate CBRNE PPE (chemical, biological, radiological, nuclear, explosive personal protective equipment), including respiratory and body protection; protective helmet/jackets or coats/pants/boots
23. Applicable chemical antidote auto-injectors (at a minimum for crew members’ protection; additional for victim treatment based on local or regional protocol; appropriate for adults and children)

B. Optional Equipment for ALS Emergency Ground Ambulances
1. Respirator, volume-cycled, on/off operation, 100% oxygen, 40–50 psi pressure (child/infant capabilities)
2. Blood sample tubes, adult and pediatric
3. Automatic blood pressure device
4. Nasogastric tubes, pediatric feeding tube sizes 5F and 8F, sump tube sizes 8F–16F
5. Size 1 curved laryngoscope blade
6. Gum elastic bougies
7. Needle cricothyrotomy capability and/or cricothyrotomy capability (surgical cricothyrotomy can be performed in older children in whom the cricothyroid membrane is easily palpable, usually by puberty)
8. Rescue airway devices for children
9. Atomizers for administration of intranasal medications

A. Optional Medications for BLS Emergency Ambulances
1. Albuterol
2. Epi-pen
3. Oral glucose
4. Nitroglycerin (sublingual tablet or paste)
5. Aspirin

B. Optional Medications for ALS Emergency Ground Ambulances
1. Intubation adjuncts, including neuromuscular blockers

INTERFACILITY TRANSPORT
Additional equipment may be needed by ALS and BLS out-of-hospital care providers who transport patients between facilities. Transfers may be made to a lower or higher level of care, depending on the specific need. Specialty transport teams, including pediatric and neonatal teams, may include other personnel, such as respiratory therapists, nurses, and physicians. Training and equipment needs may be different depending on the skills needed during transport of these patients. There are excellent resources available that provide detailed lists of equipment needed for interfacility transfer, such as Guidelines for Air and Ground Transport of Neonatal and Pediatric Patients from the AAP and The Interfacility Transfer Toolkit for the Pediatric Patient from the EMSC, ENA, and the Society of Trauma Nurses.

Any ground ambulance that, either by formal agreement or by circumstance, may be called into service during a disaster or mass casualty incident to treat and/or transport any patient from the scene to the hospital or to transfer between facilities any patient other than those within their designated specialty population should carry, at a minimum, all equipment, adult and pediatric, listed under “Required Equipment for All Emergency Ground Ambulances.”

EXTRICATION EQUIPMENT
In many cases, optimal patient care mandates appropriate and safe extrication or rescue from the patient’s situation or environment. It is critical that EMS personnel possess or have immediate access to the expertise, tools, and equipment necessary to safely remove patients from entrapment or hazardous environments. It is beyond the scope of this document to describe the extent of these. Local circumstances and regulations may affect both the expertise and tools that are maintained on an individual ground ambulance, and on any other rescue vehicle that may be needed to accompany an ambulance to an EMS scene. The tools and equipment carried on an individual ground ambulance need to be thoughtfully determined by local features of the EMS system with explicit plans to deploy the needed resources when extrication or rescue is required.
### AFY 2022 GTCNC EMS Trauma Related Equipment Grant

**Round 1**

**Total AFY 2022 Equipment Grant Funds**

| Amount | $1,835,156.00 |

| Total Amount of Ambulances | 1532 |

| Amount per Ambulance | $1,197.88 |

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Staff Report

Subject: Renewal of pre-event contract for Disaster Debris Removal
Author: Alison Bruton, Purchasing Tech. & Clint Hodges, Fire Chief/EEMA Director
Department: Purchasing
Meeting Date: 05/17/22
Item Description: Consideration to allow the pre-event contract for Disaster Debris Removal with Ceres Environmental Services to renew for the period July 1, 2022 to June 30, 2023

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:
- The County has a pre-event contract in place for Disaster Debris Removal with Ceres Environmental Services.
- The initial term of the contract is until June 30, 2020, with 3 single year renewals with approval. This is the third renewal.
- No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.
- The contract can be terminated by either party with 30 days written notice.
- The Contract has been previously reviewed and approved to form by the county attorney.

Alternatives for Commission to Consider:
1. Board approval to renew the Disaster Debris Removal Services contract with Ceres Environmental Services for FY23
2. Do not renew the contract.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

Funding Source: No funding is required for the renewal of a pre-event contract. In the event of activation, funding would be provided through emergency reserves until partial reimbursement from the Federal Government.

Attachments:
Pre-event Contract
Disaster Debris Removal Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners.

THIS AGREEMENT, made and entered into by and between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter called the “County”), and CERES ENVIRONMENTAL SERVICES, INC. (hereinafter called the “Contractor”) of 6968 PROFESSIONAL PARKWAY EAST, SARASOTA, FL 34240, a corporation maintaining an office located in FLORIDA, for the purposes of engaging in the business of providing Disaster Debris Removal Services.

WHEREAS, the County is empowered to provide for Disaster Debris Removal Services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of Disaster Debris Removal Services within the County upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

COMPLIANCE WITH LAWS
The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate national disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION
During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive Considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Compliance with the Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DAVIS BACON ACT
During the performance of this contract, the contractor agrees as follows (if applicable):

COPELAND "ANTI-KICKBACK" ACT
During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT
During the performance of this contract, the contractor agrees as follows:

Clean Air Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.”

**DEBARMENT AND SUSPENSION**
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **GEMA / EFFINGHAM COUNTY BOARD OF COMMISSIONERS**, (state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**
Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”
PROCUREMENT OF RECOVERED MATERIALS
(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired —

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”

CHANGES
The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request — either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS
The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS
The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
Contract No. 18-002 (1) – Disaster Debris Removal Services

**NO OBLIGATION BY FEDERAL GOVERNMENT**
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

**AGREEMENT NOT AN EXCLUSIVE FRANCHISE**
It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for Disaster Debris Removal Services; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

**EFFECTIVE DATE: TERM OF CONTRACT**
This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2020. There will be three (3) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

**LICENSES AND TAXES**
The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

**INDEMNITY**
The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor’s obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

**IMMUNITY**
Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

**INSURANCE**
The Contractor shall maintain such insurance as will protect the company from claims under workmen’s compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor. Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days’ notice in the event the Contractor’s insurance is cancelled or terminated for any reason.

*The limits of insurance are as follows:
Contract No. 18-002 (1) – Disaster Debris Removal Services

A. Commercial General Liability: Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: $1,000,000 bodily injury and property damage each occurrence, and $2,000,000 Property Damage, in the aggregate.

B. Worker's Compensation and Employer's Liability: Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: $500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.

C. Business Automobile Liability: Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: $1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.

D. Umbrella Policy: $10,000,000

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-002) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-002 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

FEES:

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.</td>
<td>0-15.9 miles $7.98/cy, 16.0-30.9 miles $8.18/cy, 31-60 miles $8.36/cy</td>
</tr>
<tr>
<td>DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.</td>
<td>$1.84 /cy</td>
</tr>
<tr>
<td>GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County</td>
<td>$2.68 /cy</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>UNIT PRICE</td>
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<td>---------------------------------------------------------------------------------</td>
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<tr>
<td>AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.</td>
<td>$1.28 /cy</td>
</tr>
<tr>
<td>LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.</td>
<td>0-15.9 miles $2.75/cy 16.0-30.9 miles $2.95/cy 31-60 miles $3.20/cy</td>
</tr>
<tr>
<td>LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.</td>
<td>0-15.9 miles $3.48/cy 16.0-30.9 miles $3.64/cy 31-60 miles $3.78/cy</td>
</tr>
<tr>
<td>REMOVAL AND HAULING OF C&amp;D DEBRIS FROM ROW TO DMS</td>
<td>0-15.9 miles $8.08/cy 16.0-30.9 miles $8.38/cy 31-60 miles $8.58/cy</td>
</tr>
<tr>
<td>REDUCTION OF C&amp;D DEBRIS BY GRINDING</td>
<td>$2.44 /cy</td>
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<tr>
<td>REDUCTION OF C&amp;D DEBRIS BY COMPACTION</td>
<td>$0.85/cy</td>
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<tr>
<td>LOADING, HAULING, AND DISPOSAL OF C&amp;D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.</td>
<td>0-15.9 miles $4.48/cy 16.0-30.9 miles $4.98/cy 31-60 miles $5.48/cy</td>
</tr>
<tr>
<td>REMOVAL OF C&amp;D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)</td>
<td>0-15.9 miles $8.64/cy 16.0-30.9 miles $8.84/cy 31-60 miles $8.98/cy</td>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>UNIT PRICE</td>
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<tr>
<td>REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2&quot; in</td>
<td>$88.00/tree</td>
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<td>diameter and place them on public property or ROW</td>
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<tr>
<td>REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6&quot; in diameter</td>
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<td>and greater (measured 54&quot; above ground) and place them on public property or ROW</td>
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<tr>
<td>6&quot; – 12&quot;</td>
<td>$20.00/tree</td>
</tr>
<tr>
<td>12&quot; – 24&quot;</td>
<td>$30.00/tree</td>
</tr>
<tr>
<td>24&quot; – 36&quot;</td>
<td>$40.00/tree</td>
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<tr>
<td>36&quot; and greater</td>
<td>$50.00/tree</td>
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<tr>
<td>REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24&quot; and place them on</td>
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<td>public property or ROW</td>
<td></td>
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<tr>
<td>24&quot; – 36&quot;</td>
<td>$75.00/stump</td>
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<tr>
<td>36&quot; – 48&quot;</td>
<td>$85.00/stump</td>
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<tr>
<td>48&quot; and greater</td>
<td>$100.00/stump</td>
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<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and</td>
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<tr>
<td>recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local</td>
<td>$28.00/unit</td>
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<td>rules, regulations, and laws.</td>
<td></td>
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<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose</td>
<td>$34.00/cy</td>
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<tr>
<td>electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be</td>
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<td>loaded, transported, and disposed at a facility approved to accept such items.</td>
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<tr>
<td>REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport</td>
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<tr>
<td>household hazardous wastes to a central collection site identified by the County.</td>
<td>$4.89/lb.</td>
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</table>
**Contract No. 18-002 (1) – Disaster Debris Removal Services**

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE</th>
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</thead>
<tbody>
<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES.</td>
<td>$29.00 /each</td>
</tr>
<tr>
<td>The Contractor shall load, haul, and dispose of lawnmowers and other equipment</td>
<td></td>
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<td>with small engines. County is responsible for final disposal costs.</td>
<td></td>
</tr>
<tr>
<td>REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES.</td>
<td>$0.75 /lb.</td>
</tr>
<tr>
<td>The Contractor shall collect and transport dead animal carcasses to a central</td>
<td></td>
</tr>
<tr>
<td>collection site identified by the County. County to pay all tipping fees directly.</td>
<td></td>
</tr>
<tr>
<td>REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS.</td>
<td></td>
</tr>
<tr>
<td>The contractor shall haul storm deposited soils to a DMS designated by the</td>
<td></td>
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<tr>
<td>County. Final disposition of the soils shall be the responsibility of the County.</td>
<td></td>
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<tr>
<td>0-15.9 miles</td>
<td>$8.74/cy</td>
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<tr>
<td>16.0-30.9 miles</td>
<td>$9.19/cy</td>
</tr>
<tr>
<td>31-60 miles</td>
<td>$10.19/cy</td>
</tr>
<tr>
<td>DEMOLITION.</td>
<td>$3.24/sq. ft.</td>
</tr>
<tr>
<td>The Contractor shall demolish structures identified by the County as eligible</td>
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<td>for reimbursement and place on the ROW for removal.</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EMERGENCY ROAD CLEARANCE (per item 5.29 of RFP 18-002)</td>
<td>$248.00/per hour (complete)</td>
</tr>
</tbody>
</table>

**ADDITIONAL SERVICES PROVIDED AT NO COST:**

A. Training and Assistance: One (1) day of training for all key personnel and assistance in all disaster debris recovery planning efforts is required.

B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.

C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.

E. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to; identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

F. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs.

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Administrator or Project Manager.

**TERMINATION**

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

a. County electing, in writing, not to exercise any of its option periods.

b. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.

c. Failure of the Contractor to abide by any of the conditions of this Agreement.

d. Any termination of the Contractor’s services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and

2. Notifying all affected service providers and subcontractors of the Service provider

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.
TRANSFERABILITY OF CONTRACT
No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

ADMINISTRATION
The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County’s reputation is in no way damaged by the Contractor’s performance.

NO AGENCY CREATED
Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.

CONTRACT DOCUMENTS
This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-002 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS
It is the intention and agreement of the parties of this Contract that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, the contract may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereof. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

SEPERABILITY OR PROVISION
If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION
This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be construed under the laws of the State of Georgia.

HEADINGS
The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: 
Wesley Corbitt
Chairman

ATTEST: 
Stephanie Johnson
Effingham County Clerk

Date: 10/17/2017

FOR THE CONTRACTOR

BY: 
Tia Lauhe
Title: Director of Administration

Attest: Suzan Dunlop

Date: 11/2/17
Staff Report

Subject: Approval of Clinical Services Agreement
Author: Alison Bruton, Purchasing Agent
Department: Jail/Prison
Meeting Date: 5/17/22
Item Description: Clinical Services Agreement between Effingham County and the Effingham Hospital, Inc.

Summary Recommendation: Staff recommends approval of the Clinical Services Agreement between Effingham County and the Effingham Hospital, Inc.

Executive Summary/Background:
- Effingham County desires to contract with the Hospital for the provision of clinical services to inmates and other individuals in the custody of its jail.
- The Hospital has agreed that it shall provide, through its employed and contracted health care providers, clinical health services to such individuals.
- In exchange for the Clinical Services provided under this Agreement, the County shall pay the Hospital the then-current Medicaid rate for each Clinical Service provided to an Inmate.
- Either party may terminate this Agreement at any time upon at least sixty (60) days’ prior written notice to the other party.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of the Clinical Services Agreement between Effingham County and the Effingham Hospital
2. Take no action

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Prison, County Attorney, Administration
Funding Source:
Attachments: Clinical Services Agreement
CLINICAL SERVICES AGREEMENT

This Clinical Services Agreement (this "Agreement") is made effective the ___18th___ day of ___May________, 2021 (the "Effective Date") by and between Effingham Hospital, Inc., a Georgia nonprofit corporation (the "Hospital"), and Effingham County, Georgia, a body corporate and politic (the "County").

WHEREAS, the County operates a jail in Effingham County, Georgia;

WHEREAS, the County desires to contract with the Hospital for the provision of clinical services to inmates and other individuals in the custody of its jail (the "Inmates");

WHEREAS, as a service to its community, the Hospital has agreed that it shall provide, through its employed and contracted health care providers, clinical health services to such individuals.

NOW, THEREFORE, in consideration of the mutual covenants and obligations stated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Hospital.

   1.1 Subject to the terms and conditions of this Agreement, the Hospital agrees that it shall provide clinical and other professional medical and hospital services (the "Clinical Services") to Inmates that are brought to the Hospital’s main campus, clinics and other facilities.

   1.2 Notwithstanding Section 1.1 or any other provision hereof, the Hospital shall not be required to provide any form of Clinical Services that are outside the scope of clinical services provided or made available by the Hospital and its health care providers.

2. Relationship of Parties and Tax Responsibilities. The parties agree and acknowledge that the Hospital and the County are independent parties contracting for the provision of Clinical Services, and nothing herein shall create, or be deemed to create, a partnership, joint venture, employee-employer relationship or any other relationship other than independent parties contracting for the provision of services. As independent contractors, each of the Hospital and the County shall not be authorized to bind or obligate the other. Each party shall be responsible for compensation, wages, benefits and other amounts owed to such party’s employees, agents and contractors and for any taxes or withholdings associated therewith.

3. Compensation.

   3.1 In exchange for the Clinical Services provided under this Agreement, the County shall pay the Hospital the then-current Medicaid rate for each Clinical Service provided to an Inmate.
3.2 Within thirty (30) days of the end of each calendar month in which Clinical Services are provided pursuant to this Agreement, the Hospital shall submit an invoice to the County setting forth the amounts owed for Clinical Services provided in the immediately preceding month. The County shall pay each invoice within thirty (30) days of the invoice date. In the event of any dispute with respect to an invoice, the parties shall work together to promptly resolve any such dispute.

4. **Duties of County.**

4.1 The County shall ensure that each Inmate who receives Clinical Services pursuant to this Agreement is accompanied by and under the supervision and control of jailers and/or other members of County’s law enforcement. Except when required for the provision of Clinical Services, as determined by a medical professional, the County shall ensure that Inmates are handcuffed and restrained in accordance with established protocols of the County and best practices.

4.2 The County’s jailers and other members of law enforcement shall at all times maintain control over the person of each Inmate and shall ensure that each Inmate who receives Clinical Services does not disturb the Hospital’s health care providers, staff, other patients and visitors and does not disrupt the business operations of the Hospital. In the event an Inmate remains at a Hospital facility overnight, the County shall ensure that appropriately trained personnel remain with the Inmate at all times.

4.3 County personnel, along with the Inmate, shall be responsible for notifying the Hospital of any symptoms and conditions of the Inmate that require the provision of Clinical Services.

4.4 The County shall be responsible for transporting, or arranging for the transport of, the Inmates to Hospital facilities.

5. **Term and Termination.**

5.1 **Term.** This Agreement shall commence on the Effective Date and shall remain in force until June 30, 2022 (the “Initial Term”). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive terms of one (1) year each (each, a “Renewal Term”), unless either party shall provide the other party with notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current Renewal Term or the Initial Term.

5.2 **Termination Without Cause.** Either party may terminate this Agreement at any time upon at least sixty (60) days’ prior written notice to the other party.

5.3 **Termination for Cause.** Either party may terminate this Agreement upon notice in writing to the other party if the other party materially breaches this Agreement in any manner and such material breach continues for a period of fifteen (15) days after written notice is given to the breaching party specifying the nature of the breach and requesting that it be cured; provided, however, Hospital may terminate
this Agreement immediately upon written notice to County if there are repeated instances of County failing to comply with its duties under Section 4 of this Agreement.

5.4 Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, no party shall have any further obligations hereunder except for: (a) obligations accruing prior to the date of expiration or termination, including the obligation of County to compensate Hospital for services provided hereunder through the date of expiration or termination, and (b) obligations, promises or covenants contained herein which are intended to extend beyond the term of this Agreement. Following the expiration or termination of this Agreement the parties shall cooperate with each other on any malpractice or other actions or suits, whether pending or threatened, which relate to the time period and services covered by this Agreement.

6. Access to Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the parties shall each make available, upon written request by the Secretary of the Department of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement and their books, documents and records that are necessary to certify the nature and extent of the cost incurred with respect to any services furnished under this Agreement for which payments as may be made under the Medicare or Medicaid programs, if any. This Section shall survive expiration or termination of this Agreement.

7. Assignability. This Agreement shall not be assignable or delegable by County without the prior written consent of the Hospital, and any attempted assignment, transfer or delegation without the consent of the Hospital is null and void.

8. Change in Circumstances. If: (a) Medicare, Medicaid, or any other third-party payor, or any other federal, state or local law, rule, regulation or interpretation, at any time during the term of this Agreement, prohibits, restricts or in any way materially and adversely affects the arrangement contemplated by this Agreement, (b) there is any change in any federal, state, or local law rule, regulation or interpretation which materially and adversely affects either party or (c) any court of competent jurisdiction determines that any material provision of this Agreement is invalid, void, or unenforceable in whole or in part, ((a) (b), (c) separately and in the aggregate a “Material Change”), then the parties shall use their good faith best efforts to amend this Agreement in a manner which is consistent with any such Material Change and which substantially preserves for the parties the relative economic benefits of this Agreement. If the parties cannot reach an agreement on such amendment within thirty (30) days following notice by one party to the other of the Material Change, this Agreement may be immediately terminated by either party upon written notice to the other.

9. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
10. **Notices.** All notices related to this Agreement shall be in writing and will be deemed to have been given when delivered personally or at the time sent, if sent by registered or certified United States mail, return receipt requested, postage prepaid, or by federal express or similar delivery service for overnight delivery, and addressed to the other party as follows or at such address as such party from time to time may indicate by written notice to the other party:

**If to Hospital:**

Effingham Hospital, Inc.
459 GA-119
Springfield, GA 31329
Attention: Chief Executive Officer

**If to County:**

Effingham County, Georgia
601 N. Laurel Street
Springfield, GA 31329
Attention: Effingham County B.O.C.

11. **Non-Exclusion.** Each of the parties hereby represents and warrants to the other party that such party is not excluded, debarred, curtailed, suspended or otherwise restricted from participation in any federal or state health care payor program, including, without limitation, Medicare and Medicaid.

12. **Applicable Law; Venue.** This Agreement will be controlled, construed and enforced in accordance with the laws of the State of Georgia, applied without regard to its conflict of law principles. Any dispute arising out of this Agreement shall be brought in the applicable federal or state courts for Effingham County, Georgia, and the parties hereby consent to the jurisdiction and venue of such courts. This Section shall survive expiration or termination of this Agreement.

13. **Severability.** If any provision or part of this Agreement is found to be totally or partially invalid, illegal or unenforceable, then the provision, unless amended by the mutual agreement of the parties hereto, shall be excised from this Agreement without affecting any other provision of this Agreement.

14. **Amendments; Successors and Assigns.** This Agreement may be amended, changed, or modified only by written agreement executed and signed by the parties hereto. The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous oral and written negotiations, agreements, commitments and understandings relating hereto.

16. **Further Assurances.** Each party shall execute and deliver any and all additional instruments and documents and do any and all such other and further acts and things as may be reasonably necessary or expedient to effectuate fully this Agreement and to carry out the relationship contemplated by this Agreement.

17. **Headings.** The headings and captions to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit, or expand express provisions of this Agreement.

18. **No Third-Party Beneficiaries.** This Agreement is entered into by and between the parties and for their benefit. There is no intent by either party to create or to establish third party beneficiary status or rights or their equivalent in any subcontractor or other party which may be affected by the operation of this Agreement, and no such third party shall have any right to enforce or enjoy any benefit created or established under this Agreement.

[Signatures Appear on the Following Page]
IN WITNESS WHEREOF, Hospital and County have caused this Agreement to be executed made effective as of the Effective Date.

EFFINGHAM HOSPITAL, INC.

By: [Signature]

EFFINGHAM COUNTY, GEORGIA

By: [Signature]

Name: Wesley M. Corbitt
Title: Chairman, Effingham County B.O.C.
Staff Report

Subject: Renewal of Contracts for Otis Elevators for service at 802 and 804 S. Laurel Street
Author: Alison Bruton, Purchasing Agent
Department: Facilities Maintenance
Meeting Date: May 18, 2021
Item Description: Contract Renewals for Otis Elevators

Summary Recommendation: Staff recommends renewal of the Contracts for Otis Elevators for service at 802 and 804 S. Laurel Street

Executive Summary/Background:
- Contract Number TAS65470 and Contract Number TAS05073 are maintenance agreements for the elevators located in 802 S. Laurel St and 804 S. Laurel St.
- Effingham County approved the Contract Addendums on July 7, 2020 agreeing to assume the Otis contracts and the existing terms and conditions therein.
- The Contracts and Amendments have previously been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider
1. Approval of the Contract Amendments and terms and conditions therein.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Facilities Maintenance

Funding Source: Building Maintenance Budget

Attachments:
1. Contract and Addendum for 802 S. Laurel Street
2. Contract and Addendum for 804 S. Laurel Street
Item IX. 5.

OTIS

DATE: April 3, 2003
June 1, 2007

TO:
Citizens Bank Of Effingham
802 South Laurel Street
P.O. Box 379
Springfield, GA 31329

FROM:
Otis Elevator Company
1000 Business Center Drive
Suite 110
Savannah, GA 31405

EQUIPMENT LOCATION:
Citizens Bank Of Effingham
802 South Laurel Street
P.O. Box 379
Springfield, GA 31329

PROPOSAL NUMBER: TAS0740

EQUIPMENT DESCRIPTION:

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<th>Type of Units</th>
<th>Machine Numbers</th>
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<tbody>
<tr>
<td>1</td>
<td>Otis</td>
<td>Hydraulic / Passenger</td>
<td>462987</td>
</tr>
</tbody>
</table>

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS® scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS® standard work processes developed and continuously improved by Otis.
Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE
We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gib, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coifs, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

This Contract includes emergency minor adjustment callback services during our regular working hours.

RELIABILITY

PARTS INVENTORY
We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner’s mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY
We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL
We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and code consultation to support our maintenance organization.
RESPONSIVENESS

24-HOUR DISPATCHING
We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or thru an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

COMMUNICATION

CUSTOMER REPRESENTATIVE
An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS® program.

REPORTS – e*SERVICE
We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS
We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

SAFETY TESTS – HYDRAULIC ELEVATORS
We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS
We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST
If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests.

SAFETY TRAINING
We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION
Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

MAINLINE DISCONNECTS
You agree to routinely service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

SHARED RESPONSIBILITY
You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged.
You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

WORK SCHEDULE

NORMAL HOURS
All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

OVERTIME
If overtime examinations, repairs or emergency minor adjustment callback services are later requested by you, you agree to be charged extra for the overtime bonus hours at our regular billing rates. There will be no extra charge for the straight time portion.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS
During the term of this Contract, we will maintain original wiring diagrams for Otis Units. Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Contract will be provided by you and will remain your property.

OTIS SERVICE EQUIPMENT
Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE
Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You will not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE
You retain your rights to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make one backup or archival copy for you.

THE UNITS
It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance or regulation.

CLARIFICATIONS
This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to
alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

## SPECIAL PROVISIONS

### Extended Term

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<th>Extended Term Discount</th>
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</tr>
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<td>Twenty (20) Years</td>
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The Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to such election. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

The provisions set forth above pertaining to the Term of the Contract and procedures for renewal and termination supersede the corresponding provisions set forth in the Terms of the Contract. If the contract does not continue in effect for the entire Extended Contract Term or any subsequent Extended Contract Term, you agree to pay us the amount of the Extended Term Discount you received during the Extended Contract Term or the subsequent Extended Contract Term. This is in addition to any other rights or remedies we may have.

### Otis REM® Maintenance

We will provide Otis REM® Maintenance on the following Units:

**Machine Numbers:** 462987

We will provide a microprocessor system that continuously monitors the Unit(s) on a 24-hour per day, year-round basis. The system will notify our OTISLINE® dispatching center that a Unit is inoperable by sending a message via telephone line. Upon the receipt of such message, we will either notify your on-site representative or initiate the dispatch of our personnel for emergency minor adjustment callback service during regular working hours of our regular working days for the mechanics who perform the service.

Depending on the elevator type, we will collect data on the equipment condition including, but not limited to, hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That
information will be used to tailor the Otis Maintenance Management System\textsuperscript{SM} preventive maintenance program for the Unit(s).

You will furnish us at your expense, one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at our OTISLINE\textsuperscript{R} dispatching center within ninety (90) days of the Commencement Date for the Term of Contract. The telephone line may be a separate line dedicated to the REM\textsuperscript{R} maintenance equipment or may be an existing line that is shared between another telephone and the REM\textsuperscript{R} maintenance equipment. If the telephone line is not furnished ninety (90) days after the Commencement Date or should the line be unusable or unavailable for any period longer than one (1) month, you agree to pay a Supplemental Service Charge equal to fifteen percent (15\%) of the Contract Price. The Supplemental Contract Price will apply to the entire period during which the telephone line is not available or not usable. This does not waive any of our other rights or remedies.

Advanced Payment

Beginning on the Effective Date, payments will be made at the frequency selected below and an Advanced Payment Discount will be applied to the net billing amount:

<table>
<thead>
<tr>
<th>Billing Frequency</th>
<th>Advanced Payment Discount</th>
<th>Check Selection</th>
</tr>
</thead>
<tbody>
<tr>
<td>Semiannual</td>
<td>1%</td>
<td></td>
</tr>
<tr>
<td>Annual</td>
<td>4%</td>
<td></td>
</tr>
</tbody>
</table>

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full Contract Price.

When the anniversary date of the commencement of service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this Contract.

Nonperformance

You may by written notice to Otis, terminate the Contract if we materially fail to perform any of the substantive obligations under the Contract, and do not cure such failure within ninety (90) days after receipt of such written notice specifying in detail such failure.

CONTRACT PRICE AND TERM

CONTRACT PRICE

One Hundred Fifty and 00/100 Dollars ($150.00) per month

PRICE ADJUSTMENT

The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs.

A. Material

Fifteen and 00/100 Dollars ($15.00) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on 12/01/2002 which was 127.2.

B. Labor

One Hundred Thirty Five and 00/100 Dollars ($135.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 01/01/2003 which was $36.664. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.
TERM
The Commencement Date will be **April 2003**. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) year term.

PAYMENTS
Payments will be made on a quarterly basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

The price adjustment will be capped at 5% for the next 5 years.
ACCEPTANCE
This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: 05/27/2003
Signed: X Michael T. Lee
Print Name: Michael T. Lee
Title: President

E-mail: 

Name of Company: Citizens Bank Of Effingham

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent

(Name of Principal or Owner)

OTIS ELEVATOR COMPANY
Approved by Authorized Representative

Date: 06/13/03
Signed: 
Print Name: Joe Dragich
Title: General Manager
Item IX. 5.

OTIS
Made to move you

DATE: 05/29/2020

TO: Effingham County
   601 N Laurel St
   Springfield, GA 31329

FROM:
Otis Elevator Company
1000 Business Center Dr
Savannah, GA 31405

EQUIPMENT LOCATION:
HERITAGE BANK OF THE SOUT
802 South Laurel St
Springfield, GA 31329

Katie Lambert

CONTRACT NUMBER: TAS05073
CONTRACT DATE: 06/01/2003

We propose the following modification to the Contract referred to above, to take effect as of: 06/01/2020

New Owner Listed Below:
Effingham County
601 N Laurel St
Springfield, GA 31329

New owner agrees to assume Otis contract and the existing terms and conditions therein.
This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by:
Title: Account Manager
E-mail:

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: 07/07/2020
Signed: Wesley M. Corbitt
Print Name: Wesley M. Corbitt
Title: Chairman
E-mail: Wcorbitt@effinghamcounty.org
Name of Company: Effingham Co. Board of Commissioners

Otis Elevator Company
Approved by Authorized Representative

Date: 9-3-2020
Signed: Kate Giovannii
Print Name: Kate Giovannii
Title: General Manager

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent:
(Name of Principal or Owner)
DATE: May 1, 2008

TO:
Citizens Bank of Effingham
802 S. Laurel Street
Springfield, GA 31329

EQUIPMENT LOCATION:
Citizens Bank
804 S. Laurel Street
Springfield, GA 31329

PROPOSAL NUMBER: UXJP1017A

EQUIPMENT DESCRIPTION:

<table>
<thead>
<tr>
<th>Number of Units</th>
<th>Manufacturer</th>
<th>Type of Units</th>
<th>Machine Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1)</td>
<td>Otis</td>
<td>Hydraulic</td>
<td>207962</td>
</tr>
</tbody>
</table>

FROM:
Otis Elevator Company
1000 Business Center Drive, Suite 110
Savannah, GA 31405

Jeffrey M. Park, Account Manager
Phone: 912-201-0461
Fax: 860-999-3769

LUBRICATE AND SURVEY SERVICE
We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.
Under this Contract, we will service the Units on the following terms and conditions:

**COVERAGE**

**SURVEY**
We will conduct an annual survey of the Units and provide a written report of their condition.

**REGULAR VISITS**
We will use trained personnel directly employed and supervised by us to visit the Units at the frequency selected below:

**Visit Frequency**
Annually

The visits will consist of lubrication of the following parts when conditions warrant:
- Pumps, pump motors, operating valves, valve motors, and leveling valves.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Car rails, and car guide shoes including rollers and gibs.

**EXCLUSIONS**
Lubrication of parts that are not listed above is specifically excluded. This Contract does not cover adjustments, cleaning, repairs or emergency callback service. If any of these services are later requested by you, you agree to pay extra at our regular billing rates.

**NORMAL HOURS**
All visits will be performed during the regular working hours of our regular working days for the examiners who perform the service. If overtime services are later requested by you, you agree to pay extra at our regular billing rates.

**24-HOUR DISPATCHING**
We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE® 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service. By placing an OTISLINE® customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service.

**CUSTOMER REPRESENTATIVE**
An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, and proper use and care of the Units.

**REPORTS – e*SERVICE**
We will use the OMMS® program to plan and record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

**SAFETY AND ENVIRONMENT**

**SAFETY TESTS – HYDRAULIC ELEVATORS**
Code requires an annual no load test and annual pressure relief valve test. These tests are included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.
FIREFIGHTERS' SERVICE TEST
If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests. Otis will conduct a test of firefighters' service during the annual site visit.

SAFETY TRAINING
We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION
Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

MAINLINE DISCONNECTS
You agree to routinely service the elevator mainline disconnects located in the elevator equipment room. The maintenance will be performed by a qualified electrician at least once annually.

SHARED RESPONSIBILITY
You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE* service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS
During the term of this Contract, we will maintain original wiring diagrams for Otis Units. Current wiring diagrams reflecting all previously made changes for non-Otis Units covered by this Contract will be provided by you and will remain your property.

OTIS SERVICE EQUIPMENT
Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE
Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the Units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE
You retain your rights to any non-Otis software while contained in the Units covered under the Contract, and agree to allow Otis to make one backup or archival copy for you.

THE UNITS
It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, code, ordinance or regulation.
CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or exposed hydraulic cylinders or piping. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. We will not be required to make any replacements, renewals, or repairs necessitated by any reason including, but not limited to, ordinary wear and tear, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischievous or repairs by others.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischievous, or acts of God.

To the fullest extent permitted by law, you agree to indemnify, hold harmless, and defend us from any claims, damages, losses, costs, and expenses (including attorneys' fees and other litigation costs) which arise in connection with the equipment covered by this Contract, except for our sole negligence.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

SPECIAL PROVISIONS

ANNUAL, PRESSURE-RELIEF VALVE, NO-LOAD TEST

We will conduct a no load, system pressure and relief valve test on your elevator. We will inspect the hydraulic hoses for cracks and bulges. If hoses need to be replaced, you will be notified of their condition. We will install a 600 psi minimum pressure gauge on the pressure test fitting to monitor the pressure during the test. Full hydraulic pressure will be applied until the relief valve opens and bypasses the full output of the pump. If the pressure is not between 115% and 125% of full load working pressure when the relief valve opens, the valve will be adjusted until appropriate pressure readings are accomplished. Flexible hoses and fittings will also be inspected for leaks during the test. If hoses or fittings need to be replaced, you will be notified of their condition. Once the test has passed, a safety test tag will be placed on the valve to document completion.

We will also conduct a no load leak down test to check if the system has an oil leak. We will 1) Check the pit area for oil leakage; 2) Check the oil level in the tank before the test; 3) Bring elevator to top landing and cease operation; 4) If settling does not occur, the elevator has passed the test. If the elevator settles, an inspection for leaks in the system is performed. If the leak can not be explained by thermal contraction or visible leakage, a leak in the cylinder or underground piping must be assumed. We will notify the customer if the elevator fails the test. If the elevator fails the test a Full Load Leak Down Test must be performed to confirm an underground leak has occurred.

These tests impose much greater stresses on the equipment than those of normal operation. It is agreed that in making inspections or tests, you assume any and all liability for personal injury (including death) or property damage because of the action or failure of any part of the elevator equipment. If repairs are necessary to obtain proper operation of the equipment to meet the requirements of these tests, such work will be an extra to the Contract.
CONTRACT PRICE AND TERM

CONTRACT PRICE
Four Hundred Ninety Five and 00/100 Dollars ($495.00) per year

PRICE ADJUSTMENT
The Contract Price will be adjusted annually to reflect increases or decreases in material and labor costs.

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on 01/01/2007 which was $49.667. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM
The Commencement Date will be November 1, 2007. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) years term.

PAYMENTS
Payments will be made on an annual basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legal permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.
ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: 7/17/08
Signed: X
Print Name: Michael T. Lee
Title: President & CEO
E-mail: Mike@citizensbankaffingam.com
Name of Company: Citizens Bank of affingam

☐ Principal, Owner or Authorized Representative of Principal or Owner
☐ Agent

(Name of Principal or Owner)

Submitted by: [Signature]

Jeff Park

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: 7/17/08
Signed: [Signature]
Print Name: Mark Balcherc
Title: General Manager - South Carolina

© OTIS ELEVATOR COMPANY, 2007 All Rights Reserved Impact Form MNT-1A (11/04) Proposal# I573107 Page 6 of 6
We propose the following modification to the Contract referred to above, to take effect as of 06/01/2020:

New Owner Listed Below:
Effingham County
601 N Laurel St
Springfield, GA 31329

New owner agrees to assume Otis contract and the existing terms and conditions therein.
This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by:
Title: Account Manager
E-mail:

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: 07/07/2020
Signed: Wesley M. Corbit
Print Name: Wesley M. Corbit
Title: Chairman
E-mail: wecorbit@effinghamcounty.org
Name of Company: Effingham Co. Board of Commissioners

☐ Principal, Owner or Authorized Representative of Principal or Owner
☐ Agent:
   (Name of Principal or Owner)

Otis Elevator Company
Approved by Authorized Representative

Date: 9-3-2020
Signed: Kate Giovanni
Print Name: Kate Giovanni
Title: General Manager
Staff Report

Subject: Consideration to renew the rental agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing

Meeting Date: 05-17-2022

Item Description: Consideration to approve the rental agreement with Action Pact for space in the Effingham County Annex.

Summary Recommendation: Staff recommends approval of the rental agreement with Action Pact for space in the Effingham County Annex.

Executive Summary/Background:

- The County has a rental agreement in place with Concerted Services who occupy office space in the Effingham County Annex. The office is used for Emergency and Energy assistance programs, case management, and weatherization services. Concerted Services were established as a community action agency under the Economic Opportunity Act of 1964 to combat poverty. Concerted Services has since changed their name to Action Pact.
- The renewal term will be July 1, 2022 through June 30, 2023.
- The monthly rent is $0 in consideration of the services provided to Effingham County residents. The County pays for utilities and maintenance of the facility.
- The agreement can be terminated at any time by providing 30 days written notice to tenant.
- The County attorney has reviewed and approved the agreement.

Alternatives for Commission to Consider:

1. Approve to renew the rental agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex.
2. Cancel the agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

Funding Source: Department 14 – Public Buildings - maintenance and utility costs

Attachments:

Rental Agreement
RENTAL AGREEMENT

THIS AGREEMENT, entered into this 18th day of May, 2021, by and between the Board of Commissioners of Effingham County, hereinafter Landlord, and Action Pact, previously named Concerted Services Incorporated, hereinafter Tenant.

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Effingham County, Georgia, such real property having a street address of 768 Hwy 119 South, Springfield, Georgia. The "Premises" is commonly referred to as the Effingham County Annex, and more particularly described as two offices and one waiting room inside the Effingham County Annex; and

WHEREAS, Tenant is a public service organization which provides extensive services to those in need of Emergency Assistance, Nutrition Services for the Elderly, Energy Assistance, and Case Management to the residents of Effingham County, Georgia; and

WHEREAS, the Board of Commissioners are the elected governing authority of Effingham County, Georgia, whose authority under Article IX, Section II, Paragraph III of the Constitution of the State of Georgia includes the power to enter into agreements to provide community services in furtherance of the public health and welfare

WITNESSETH: That for and in consideration of the payment of the rents and the performance of the covenants contained on the part of Tenant, said Landlord does hereby demise and let unto Tenant, and Tenant hires from Landlord, those Premises described above commencing on the date referenced above, or upon formal adoption of the rental agreement by both entities on the following terms and conditions:

1. Term. The initial term of this agreement shall be for one (1) year commencing at 12:00 a.m. on July 1, 2021 and shall expire on June 30, 2022. Upon the termination date, Tenant shall be required to vacate the Premises unless Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement. The Landlord may extend this Rental Agreement at the expiration of the aforementioned term, on a year to year basis for one (1) consecutive year. Said renewal or extension shall be upon the same terms and conditions as herein set forth and at the same monthly rate stipulated herein. Landlord may terminate the tenancy at any time by providing to Tenant 30 days written notice of intention to terminate. Tenant may terminate the tenancy at any time by providing to Landlord written notice of intention to terminate. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. Rent. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. Tenant shall pay to Landlord zero DOLLARS ($0) per month and continue to use the Premises for community assistance for residents of Effingham County for the Term of the Agreement.
3. **Permitted Uses.** It is understood and agreed by the parties that Tenant shall use said premises for its office space within Effingham County for the purposes set forth in Attachment A to this agreement, and for no other purposes without prior written consent of Landlord.

4. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which hereafter may be in force, pertaining to the use and occupancy of the premises.

5. **Defects in the Leased Premises.** Tenant accepts the premises “as is” and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. Tenant releases Effingham County from any and all claims, demands, or causes of action which tenant, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in Effingham County’s premises.

6. **Repairs and Alterations.** Landlord shall be responsible for all maintenance and repairs to the grounds, building exterior, exterior walls, walkways, HVAC, fixtures, electrical wiring, plumbing, utility lines, and roof. Tenant shall be responsible for all maintenance and repairs to the interior except as to items for which the Landlord is responsible. Tenant shall not make structural alterations to the premises without the prior written consent of Landlord. All alterations, additions, or improvements to the premises shall become the property of Landlord and shall remain upon and be surrendered with the premises.

7. **Upkeep of Premises.** Tenant shall keep and maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender the premises to Landlord in as good condition as when received, ordinary wear and damage by the elements excepted.

8. **Assignment and Subletting.** Tenant shall not assign this Agreement or sublet any portion of the premises without prior written consent of Landlord.

9. **Utilities.** Landlord shall pay utility expenses, i.e. water, gas, electric and sanitation for the premises.

10. **Default.** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Landlord, at his/her option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the premises while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law.

11. **Right of Entry.** Landlord reserves the right to enter every part of the demised premises at all reasonable hours for the purpose of inspection, and whenever necessary to make repairs and alterations to the demised premises. Tenant hereby grants permission to Landlord to show the demised premises to prospective purchasers, mortgagees, tenants, workmen, and contractors at reasonable hours of the day.

12. **Destruction of the Premises.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence
of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. If the premises are destroyed due to the negligent or willful acts or omissions of Tenant, its directors, officers, employees, agents, invitees, licensees, or guests, Tenant agrees to pay to Landlord a sum equal to the appraised value of the premises immediately preceding their destruction, as reflected by the records of the Board of Tax Assessors of Effingham County.

13. Liability Insurance. Tenant will carry liability insurance in such amounts as determined by Effingham County Board of Commissioners and will have Effingham County Board of Commissioners named as additional insured.

14. Indemnification. Tenant agrees to indemnify and hold Landlord harmless from any and all demands, claims, suits, losses, suits, or judgments of any kind or nature whatsoever arising from occurrences on the demised premises during the initial and any subsequent terms of this Agreement. Tenant further agrees to indemnify and hold Landlord harmless for any injury to Tenant’s directors, officers, employees, agents, invitees, and guests while in possession of the premises except for injury resulting from Effingham County’s willful acts or omissions.

15. Attorney’s Fees. Tenant shall be responsible for Landlord’s costs, including, but not limited to, reasonable attorney’s fees, should Landlord prevail in any action brought for the recovery of rent or other moneys due or to become due under this lease or by reason of a breach of any covenant herein contained or for the recovery of possession of said premises, or to compel the performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof.

16. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if hand-delivered or if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
Effingham County Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329

If to Tenant to:
Action Pact
510 Tebeau Street
Waycross, GA 31501
Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party. In the event of a change in any of the names and addresses above, Landlord shall advise each Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year below written.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

Wesley Corbitt, Chairman

Date

ATTEST:

Stephanie Johnson, County Clerk

Date

TENANT

Bryan Singleton, Executive Director

Date

Witness

Date
ATTACHMENT A

Action Pact, Inc. is a private non-profit organization originally established under the Economic Opportunity Act of 1964 to fight America’s War on Poverty. Action Pact is one of approximately 1,000 such agencies across the nation known as a Community Action Agency.

Action Pact’s mission is big. We strive to create equal opportunity by prioritizing progress over programs. We draw strength from our past and focus our energy on an even stronger future. With action pact’s help, our communities will be full of neighbors who can support their families, boost their education, and have a meaningful impact.

Action Pact offers the following services in Effingham County:

Emergency Assistance – providing food, shelter, utility assistance, medical assistance, clothing and other basic needs.

Energy Assistance – offers a one-time payment of a heating bill for low-income households. Household in which every member is at least 65 years old or completely bedridden are treated with priority and can apply in November. Other households will be assisted starting in December if funds remain.

Case Management Services – These services are for the specific purpose of assisting low-income individuals and families in the elimination or reduction of barriers to self-sufficiency. Clients work one on one with case managers to identify problem areas and develop a plan of action. Individual plans may include services such as employment assistance, budget counseling, legal aid, mortgage and credit counseling, and more.

Weatherization Services – including stopping major air infiltration, attic insulation, sidewall insulation, smart thermostats, compact fluorescent lamps, sealing and insulating HVAC duct systems and floor insulation.
Amendment No. 1 to the Rental Agreement
Executed May 18, 2021 between
Board of Commissioners of Effingham County and
Action Pact

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this day of , 2022 by and between the County of Effingham ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and Action Pact with offices at 768 Hwy 119 South, Springfield, GA.

WHEREAS, THE COUNTY and Action Pact entered into a Rental Agreement dated May 18, 2022 for 768 Hwy 119 South, Springfield, GA (as amended, the "Rental Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Rental Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Rental Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Rental Agreement to renew for one (1) additional year commencing upon completion of the current term, July 1, 2022 and ending on June 30, 2023.

2. Except as specifically set forth herein, all other terms and provisions of the Rental Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

Action Pact

By: ________________________________
Printed Name: ____________________________
Title: ________________________________
Dated: ________________________________

Effingham County Board of Commissioners

By: ________________________________
Printed Name: Wesley Corbitt
Title: Chairman
Dated: ________________________________
Staff Report

Subject: Reappointment of Coastal Workforce Development Board Member
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: May 17, 2022

Item Description: Consideration to approve to reappoint Shaundese Duncan and David Atkins to the Coastal Workforce Development Board

Summary Recommendation: Staff received email correspondence from the Coastal Workforce Development Board requesting reappointment of the expiring terms of office (June 30, 2022) for Shaundese Duncan for Private/Healthcare (Business Representative) and David Atkins as (Business Representative). These individuals will serve for an additional term of two (2) years. If reappointed the term will end June 30, 2024. Staff recommends approval of the reappointments.

Executive Summary/Background: The Coastal Workforce Development Board (CWDB) consists of a minimum of nineteen (19) members: Ten (10) business representatives; (4) four workforce representatives; two (2) education and training representatives; and three (3) government and economic development representatives. This seat replaces one of the seats for Economic Development on the Board.

Alternatives for Commission to Consider:
1. Approve to reappoint Shaundese Duncan and David Atkins to the Coastal Workforce Development Board.
2. Do not approve to appoint Shaundese Duncan and David Atkins to the Coastal Workforce Development Board and consider alternate candidates.

Recommended Alternative:
Approve Alternate 1.

Other Alternatives: N/A

Department Review: Administration

Funding Source: There is no funding required from Effingham County.

Attachments:
1. CWDB Request Letters
May 4, 2022

Effingham County Clerk Office
Attention: Stephanie Johnson
601 North Laurel St
Springfield, GA 31329

RE: Re-Appointment of Coastal Workforce Development Board Member

Dear Ms. Johnson:

The Coastal Workforce Development Board (CWDB) is requesting the re-appointment of a Coastal Workforce Development Board Member, Ms. Shaundese Duncan of Effingham Health System to fill one (1) Business Representative vacancy for under a two (2) year term ending June 30, 2024. In order for the CWDB to be certified by its governing agency, the Technical College System of Georgia — Office of Workforce Development (TCSG-OWD), this action must be taken at your next Commissioner’s Meeting.

Under WIOA, all Chief/Local Elected Officials must affirm all re/appointments under the Workforce Innovation and Opportunity Act (WIOA) of 2014 regulations.

For your reference, the new WIOA Local Workforce Development Board requirements are as follows:

**Business Representatives (minimum 10)** - A majority (51%) of the members of each local board shall be representatives of business in the local area, who-

- are owners of business, chief executives or operating officers of business, or other businesses executives or employers with optimum policymaking or hiring authority;
- represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in local areas; and
- are appointed from among individuals nominated by local business organizations and business trade associations.

**Workforce Representatives (Labor, Community Based Organization and Youth Serving Organizations) (minimum 4)** - Not less than 20% of the members of each local board shall be representatives of the workforce within the local area, who-

- shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees; (2 minimum)
- shall include a representative, who shall be a member of a labor organization or training director, from a joint labor-management apprenticeship program, or if no such joint program exist in the area, such a representative of an apprenticeship program in the area, if such a program exists;
- may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
• may include representative of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

**Education and Training Representatives (minimum 2)** - each local Board shall include representatives of entities administering education and training activities in the local area, who-

• shall include a representative of eligible providers administering adult education and literacy activities under title II;
• shall include a representative of institutions of higher education providing workforce investment activities (including community colleges); and
• may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

**Government And Economic Development Representatives (minimum 3)** - Each local board shall include representatives of governmental and economic and community development entities serving the local area, who-

• shall include a representative of economic and community development entities;
• shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
• shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732,741), serving the local area;
• may include representative of agencies or entities administering programs serving the local area relating to transporting, housing, and public assistance; and
• may include representatives of philanthropic organizations serving the local area.

Thank you for your assistance with this matter. Should you have any questions, please feel free to contact me at the WorkSource Coastal office at (912) 351-6381.

Thank You,

*Tiffani Smashum*

Tiffani Smashum
Administrative Assistant
May 4, 2022

Effingham County Clerk Office
Attention: Stephanie Johnson
601 North Laurel St
Springfield, GA 31329

RE: Re-Appointment of Coastal Workforce Development Board Member

Dear Ms. Johnson:

The Coastal Workforce Development Board (CWDB) is requesting the re-appointment of a Coastal Workforce Development Board Member, Mr. David Atkins of The Atkins Agency to fill one (1) Business Representative vacancy for under a two (2) year term ending June 30, 2024. In order for the CWDB to be certified by its governing agency, the Technical College System of Georgia—Office of Workforce Development (TCSG-OWD), this action must be taken at your next Commissioner’s Meeting.

Under WIOA, all Chief/Local Elected Officials must affirm all re/appointments under the Workforce Innovation and Opportunity Act (WIOA) of 2014 regulations.

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- represent businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in local areas; and
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- shall include a representative, who shall be a member of a labor organization or training director, from a joint labor-management apprenticeship program, or if no such joint program exist in the area, such a representative of an apprenticeship program in the area, if such a program exists;
- may include representatives of community based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
• may include representative of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

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• shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732,741), serving the local area;
• may include representative of agencies or entities administering programs serving the local area relating to transporting, housing, and public assistance; and
• may include representatives of philanthropic organizations serving the local area.

Thank you for your assistance with this matter. Should you have any questions, please feel free to contact me at the WorkSource Coastal office at (912) 351-6381.

Thank You,

Tiffani Smashum
Tiffani Smashum
Administrative Assistant
Staff Report

Subject: Road Abandonment – Lacey Trowell Road
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: May 17, 2022
Item Description: Second public hearing for the abandonment of Lacey Trowell Road, a public road without right-of-way.

Summary Recommendation:
The residents of Lacey Trowell Road have requested the County to consider the permanent closure of the Road. The road serves no public purpose and serves only two (2) property owners.

Executive Summary/Background:
- A petition was made by 100% of abutting and affected property owners in support.
- Fire, Sheriff, and EMS have reviewed the request and do not have any objections.
- The public notice of the closure began on April 19, 2022.
- A second public hearing and vote will occur on May 17 at the regularly scheduled meeting of the Board of Commissioners.
- Once abandoned, the adjacent property owners will assume access control and maintenance.

Alternatives for Commission to Consider
1 - Approve the abandonment of County maintain and claims of prescriptive easement for Lacey Trowell Road.
2 – Take no action – request further information
3 - Deny. The County will continue to maintain the road.

Recommended Alternative: Alternative 1

Other Alternatives: 2 or 3

Department Review: Engineering

Funding Source: No new funding requested.

Attachments: 1. Petition.
2. Vicinity Map.
State of Georgia
Effingham County

CERTIFICATE OF ABANDONMENT OF LACEY TROWELL ROAD

The undersigned certifies, in accordance with O.C.G.A. § 32-7-2 that the Board of Commissioners of Effingham County, at its regularly scheduled meeting on May 17, 2022, declared this county road system, described below to be abandoned.

All that tract or parcel of land situate, lying and being in the 11th G.M. District, Effingham County Georgia consisting of a road presently know as Lacey Trowell designated as County Road# 328 lying in the unincorporated areas of Effingham County.

A vicinity map of said abandoned road of the county road system is attached hereto as “Exhibit A” which is hereby incorporated into and made part of this certification.

The said Board of Commissioners of Effingham County, Georgia, prior to declaring said road abandoned, determined that said road served no substantial public purpose, and that its abandonment is in the best public interest.

This ______ day of May, 2022

____________________________________
Wesley M. Corbitt
Chairman

ATTEST: _______________________________________
Stephanie D. Johnson
County Clerk
Lacey Trowell Road Right-of-Way closure request

April 19th, 2022 & May 17, 2022.
Mr. Tim Callanan, County Administrator  
Effingham County Georgia  

PETITION TO PERMANENTLY CLOSE LACEY TROWELL ROAD, CLYO, GA  

Adjacent Properties:  
- 383-21A01  Reginald & Kimberly Hesling - 198 Josiah Morgan Road  
- 383-20  Randal Trowell  
- 383-21A  Randal Trowell  
- 383-19  Randal Trowell  

The below named landowners petition Effingham County to abandon and permanently close to public traffic, Lacey Trowell Road, a rural dirt road in Clyo.  

This road serves no substantial public purpose and is dangerous for vehicles and ATV's traveling too fast on the clay road and not being able to navigate the sharp blind curve.  

This portion of road dissecting the Trowell's property and bordering a portion of the Hesling's property was originally part of Clyo-Shawnee Road and was by-passed in the late 1970's / early 1980's when Clyo-Shawnee Road was re-configured and paved.  

None of the landowners will be landlocked. The Trowells access their home from Clyo-Shawnee Road and the Heslings use Josiah Morgan Road to enter their property.  

It is our wish to have this road closed to the public and relieve the County of maintaining it.  

Thank you for your consideration.  

Randal L. Trowell  

[Signature]

Date 3/29/22  

[Signature]  

Notary Public  

[Notary Seal]
Item X. 1.

Reginald B. Hesling

Date 2/25/22

Kimberly Hesling

Date 3/25/22

Notary Public

DULCIA KING
NOTARY
Comm. Exp. November 3, 2024
Staff Report

Subject: Resolution Recognizing Abercorn Baptist Church
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 05/17/2022

Item Description: Consideration to approve Resolution#022-025 in recognition of the Abercorn Baptist Church 200th Anniversary

Summary Recommendation:
Staff recommends approval of the request.

Executive Summary:
A request was received on behalf of the church for approval of a Resolution recognizing the founding of the church 200 years ago.

Background:
The church was organized in October 1882 late Rev. James Sweat and the late Rev. Henry Cook. The church erected in the village of Abercorn and was moved to its current location on Old Augusta Road on May 26, 1975. A new brick structure was erected between 2002-2005.

Alternatives for Commission to Consider:
1. Approve Resolution# 022-025in recognition of the Abercorn Baptist Church
2. To not approve the resolution.

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A Department Review: Administration

Funding Source: No funding is required related to this request.

Attachments:
1. Resolution
RESOLUTION
FROM THE DESK OF THE
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Recognition of The Abercorn Baptist Church’s 200th Anniversary

WHEREAS, the village of Abercorn was established in the year of 1733, ten families settled there waiting, along with their pastor, for their homes to be built in Ebenezer. In a short period of time Abercorn proved unsuitable for the Salzburger families and Abercorn was again abandoned to take its place among the other void towns of Georgia and;

WHEREAS, as history revealed eighty-eight years later, the saga of Abercorn lived again in October 1882. Founders were the late Rev. James Sweat and the late Rev. Henry Cook. The church was controlled by white ministers until the war between the states began: after peace was declared the late Rev. U.L. Houston and other ministers lead the church namely Rev. Andrew Johnson and Rev. B. A. Lanier. during the early years and;

WHEREAS, several pastors were called to serve between the years of 1929-1961. Within this time period the church was destroyed by fire, six months later the church stone was laid and the church was soon rebuilt and;

WHEREAS, on May 26, 1975 the church was moved to its present location on Old Augusta Road. Sunday school, bible study and several other activities resumed along with discussion to erect a new building and;

WHEREAS, years later sketches of plans were provided to Mr. Lee Myer Building & Architecture; on March 11, 2002 the groundbreaking for a New Edifice was held to include to sitting County Commissioners in attendance, Homer Wallace and Phillip King and;

WHEREAS, on Sunday, April 12, 2005 the church body moved into the new sanctuary where they continue to share in fellowship and worship and;

THEREFORE, a celebratory event will be held on June 5, 2022 to observe the founding of the Church and now;

BE IT RESOLVED, by the Board of Commissioners of Effingham County, Georgia to join the Abercorn Baptist Church family in celebrating this 200th year commemoration of the Abercorn Baptist Church. We further honor the forefathers and foremothers who so graciously laid the foundation to establish this edifice of refuge and pillar of comfort for this community.

Humbly submitted this 17th day of May, in the Year of our Lord, 2022.

____________________  ___________________  ___________________
Wesley Corbitt - Chairman  Forrest Floyd - 1st District  Roger Burdette - 2nd District

____________________  ___________________  ___________________
Jamie Deloach - 3rd District  Reginald Loper - 4th District  Phil Kieffer - 5th District
Staff Report

Subject: Final Plat Approval (Second District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 17, 2022
Item Description: Scott Rogers of BROE Real Estate Group requests approval of the major subdivision final plat for Savannah Gateway Industrial Hub - Area 2. Map #450F Parcel #21

Summary Recommendation:
Staff have reviewed the final plat, and recommend approval of the major subdivision final plat for Savannah Gateway Industrial Hub - Area

Executive Summary/Background:
- The 192.08-acre subdivision contains 7 parcels:
  - 4C1-Buf1
  - 4C1-Buf2
  - 4C1-Rail1
  - 4C1-2D
  - 4C1-2E
  - 4C1-2F
  - 4C1-2G
- Two lots are buffers between the Blandford Elementary property and the surrounding industrial road and land development.
- The lots will be served by private roads with 60’ and 80’ ROW. Gateway Parkway, which has 120’ ROW, will remain private until construction is complete, and may be dedicated to the county at that time.
- Site development and stormwater management plans will be reviewed for each parcel prior to approval for development.
- The lots are in the Rincon service delivery area.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with the concept plan on file.

Alternatives for Commission to Consider
1 - Approve the major subdivision final plat for Savannah Gateway Industrial Hub Area 2.
2 - Take no action

Recommended Alternative: Alternative 1
Other Alternatives: N/A
Department Review: Development Services
Funding Source: No new funding requested.
Attachments: 1. Final Plat for Savannah Gateway Industrial Hub Area 2.
2. Final Plat Submittal Form & Checklist.
3. Concept Plan
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY
Date Received:_________________________Project Number:_________________________
Date Reviewed:_________________________Reviewed by:_________________________

Name of Subdivision: Savannah Gateway Industrial Hub Area 2
Name of Applicant/Agent: Scott Rogers, Broe Real Estate Group
Company Name: Savannah Industrial Development, LLC
Address: 252 Clayton St., 4th Floor; Denver, CO 80206
Owner of Record: Effingham Co. Industrial Development Authority
Address: 777 Old Augusta Road; Rincon, GA 31326

Engineer*: Hussey Gay Bell
Address: 329 Commercial Dr.; Savannah, GA 31406
Surveyor*: Hussey Gay Bell
Address: 329 Commercial Dr.; Savannah, GA 31406

*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided: 295.76
Zoning: I-1
Number of Lots: 12

Date of sketch plan approval: N/A
Date of preliminary plan approval: N/A

Map#/Parcel# to be subdivided: 450F-21
List all contiguous holdings in the same ownership:

Map#/Parcel#: 450F-7, 450F-5, 433-1

Water supply: Effingham Co.
Sewer supply: Effingham Co.

Have any changes been made since this Subdivision was last before the County Commission? N/A
If so, please describe:

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true
and complete to the best of its knowledge.
This ___ day of ____________, 2023.

Name: Ronald J. Consentino
Title: Manager

Applicant

Owner

Notary

Page 1 of 3

10/01/2020
EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY
Subdivision Name: ____________________________ Project Number: ______________________
Date Received: ___________ Date Reviewed: ___________ Reviewed by: ______________________

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Information:</strong></td>
<td></td>
</tr>
<tr>
<td>✓ 1. Graphic scale.</td>
<td></td>
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<tr>
<td>✓ 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.</td>
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<tr>
<td>✓ 3. North arrow.</td>
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<tr>
<td>✓ 4. Land reference point.</td>
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<tr>
<td>✓ 5. Point of beginning designated.</td>
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<tr>
<td>✓ 6. Date of preparation (under Surveyor’s signature).</td>
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<tr>
<td>✓ 7. Name of Subdivision.</td>
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<tr>
<td>✓ 8. Names of adjacent subdivisions and owners of adjoining parcels of land.</td>
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<tr>
<td>✓ 9. Names and widths of adjacent streets.</td>
<td></td>
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<tr>
<td>✓ 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.</td>
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<tr>
<td>✓ 11. Plat boundaries darkened.</td>
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<tr>
<td>✓ 12. Proposed building setback lines.</td>
<td></td>
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<tr>
<td>✓ 13. Location of all existing easements or other existing features.</td>
<td></td>
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<tr>
<td>✓ 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.</td>
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<tr>
<td>✓ 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.</td>
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<tr>
<td>✓ 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.</td>
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<tr>
<td>17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.</td>
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<tr>
<td>✓ 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).</td>
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<tr>
<td>✓ 19. Location of city limits and county lines, if applicable.</td>
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<tr>
<td></td>
<td>20. Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).</td>
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<tr>
<td></td>
<td>21. Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS</td>
</tr>
<tr>
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<td>22. Certificate of Approval – To be signed by County Commission chair.</td>
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<td></td>
<td>25. Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).</td>
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<td></td>
<td>26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.</td>
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<tr>
<td></td>
<td>27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
</tr>
<tr>
<td></td>
<td>28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
</tr>
</tbody>
</table>

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This _9th_ day of _May_ 2022

Notary

Name: Ronald J. Cozertino  
Title: Manager

Owner

Shawnie Patricia Ann Small  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20204013108  
MY COMMISSION EXPIRES 04/05/2024
Staff Report

Subject: Final Plat Approval (Fourth District)
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 17, 2022
Item Description: Dave Burns requests approval of the final plat for Early Street subdivision.  
Map #388 Parcel #4

Summary Recommendation:
Staff have reviewed the final plat, and recommend approval of the 5-lot subdivision.

Executive Summary/Background:
- The 5.615-acre subdivision contains 5 parcels ranging in size from .622 acres to 1.528 acres.
- Two lots have frontage on Early Street, which is a county-maintained road. Three interior lots will be served by a 60’ access easement. The subdivision will not require the creation of any public improvements, and will not adversely affect adjoining property.
- Stormwater management plans have been reviewed and approved by EOM.
- All lots will be served by Springfield water, and private septic systems.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning and sketch plan approved previously.

Alternatives for Commission to Consider
1 - Approve the final plat for Early Street subdivision.
2 – Take no action

Recommended Alternative: Alternative 1  Other Alternatives: N/A

Department Review: Development Services
Funding Source: No new funding requested.

Attachments: 1. Final Plat for Early Street subdivision.
2. Final Plat Submittal Form & Checklist
3. Stormwater plan approval
EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY
Date Received: __________________________ Project Number: __________________________
Date Reviewed: __________________________ Reviewed by: __________________________

Name of Subdivision __________________________ Early Street Subdivision
Name of Applicant/Agent __________________________ Dave Burns
Phone __________________________ 912-682-1299
Company Name __________________________ Allen Burns Land Investors, LLC
Address __________________________ 613 Towne Park Drive W., Suite 106, Rincon, Ga 31326
Owner of Record* __________________________ Allen Burns Land Investors, LLC
Phone __________________________ 912-682-1299
Address __________________________ 613 Towne Park Drive W., Suite 106, Rincon, Ga 31326
Engineer* __________________________ EMC Engineering Services, Inc
Phone __________________________ 912-232-6533
Address __________________________ 27 Chatham Center South Drive, Suite A, Savannah, Ga 31405
Surveyor* __________________________ EMC Engineering Services, Inc
Phone __________________________ 912-232-6533
Address __________________________ 27 Chatham Center South Drive, Suite A, Savannah, Ga 31405

*Information may be left blank if it is the same as indicated on the sketch plan submittal form
Total acreage subdivided __________________________ 5.615
Zoning __________________________ R-1
Number of Lots __________________________ 5

Date of sketch plan approval __________________________ Nov 2021
Date of preliminary plan approval __________________________

Map#/Parcel# to be subdivided __________________________ 03880004
List all contiguous holdings in the same ownership:
Map#/Parcel# __________________________

Water supply __________________________ City of Springfield
Sewer supply __________________________ Individual On-site Septic Systems

Have any changes been made since this Subdivision was last before the County Commission? ____________ No
If so, please describe: __________________________

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true
and complete to the best of its knowledge.
This ________ day of ________, 2022

[Signature]
Notary

[Signature]
Applicant

[Signature]
Owner

AMY L HUGHES
Notary Public, Effingham County, GA
My Commission Expires September 6, 2023

Page 1 of 3

10/01/2020
The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

<table>
<thead>
<tr>
<th>Office Use</th>
<th>Applicant Use</th>
</tr>
</thead>
</table>

**Project Information:**

- ✔️ 1. Graphic scale.
- ✔️ 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
- ✔️ 3. North arrow.
- ✔️ 4. Land reference point.
- ✔️ 5. Point of beginning designated.
- ✔️ 6. Date of preparation (under Surveyor's signature).
- ✔️ 7. Name of Subdivision.
- ✔️ 8. Names of adjacent subdivisions and owners of adjoining parcels of land.
- ✔️ 9. Names and widths of adjacent streets.
- ✔️ 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, or are not used elsewhere in Effingham County.
- ✔️ 11. Plat boundaries darkened.
- ✔️ 12. Proposed building setback lines.
- ✔️ 13. Location of all existing easements or other existing features.
- ✔️ 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
- ✔️ 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
- ✔️ 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
- ✔️ 17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
- ✔️ 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
- ✔️ 19. Location of city limits and county lines, if applicable.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>20.</td>
<td>Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).</td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS</td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Certificate of Approval – To be signed by County Commission chair.</td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).</td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.</td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.</td>
</tr>
<tr>
<td>✔</td>
<td></td>
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<tr>
<td>28.</td>
<td>Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.</td>
</tr>
<tr>
<td>✔</td>
<td></td>
</tr>
</tbody>
</table>

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This ___th day of May, 20___

Amy L Hughes
Notary

[Signature]

Dave Buss
Applicant

[Signature]

Amy L Hughes
Owner

Notary Public, Effingham County, GA
My Commission Expires September 6, 2023
November 12, 2021

Mr. Alec B. Metzger
EMC Engineering Services, Inc.
10 Chatham Center South Drive, Suite 100
Savannah, GA 31405

Re: Review of the Sketch Plans dated September 2021 for the Early Street Subdivision.

Dear Mr. Metzger,

I am pleased to provide you with a review of the Plans dated Sketch Plans dated September 2021 for the Early Street Subdivision.

**Site Plan Review**
Documents submitted: Hydrology Report, Plans dated September 2021

We have reviewed submittal for the referenced project. The plans were reviewed for general conformance with the requirements of the County. This review of the submitted site plans does not relieve the owner, designer and contractor, nor their representatives, from their individual or collective responsibility to comply with the applicable provisions of the County, State and Federal Laws and Engineering Standards, and all applicable Effingham County Development Codes. This review is not to be construed as a check of every item in the plans or construction. Failure of this office to note any conflict with said requirements does not relieve the developer from compliance. A complete set of reviewed plans and specification shall be maintained on the construction site.

After a Contractor has been selected, no construction activity is to be started until an on-site pre-construction meeting has been held. Included in this meeting are to be the Contractor, the Design
Engineer, Effingham County Engineering, Effingham County Water and Sewer and all utilities affected by the construction activities.

The Owner and the design consultant are fully responsible for all testing and inspections of their project during construction, and they also are fully responsible that the project is constructed in accordance with the County approved construction plans. The design engineer is solely responsible that their designs are in compliance to all Federal, State and County’s ordinance and regulations. All the required testing data, plans and related material must be available to County staff, or assigned representation, during and after the construction is complete.

To the best of our knowledge, information and belief, it is our opinion that the plans are in general conformance with Effingham County’s applicable design standards, codes and ordinances. We hereby recommend approval of the site development plans with following condition:

1. Submit revised full hydro report including legible Model Schematic and Hydrograph results resembling the summary sheet provided on November 4, 2021.

If you have any questions or need any additional information, please contact me.

Sincerely,

Srikar Velagapudi
Civil Engineer
EOM Operations
Staff Report

Subject: Approval of Vehicle Orders
Author: Alison Bruton, Purchasing Agent
Department: Multiple Departments
Meeting Date: May 17, 2022

Item Description: Approval of Vehicle Orders

Summary Recommendation: Staff recommends Approval of Vehicle Orders

Executive Summary/Background:
- The vehicles included in this order are as follows:
  - EMS
    - 2023 Chevrolet Traverse LS
  - EMA
    - 2023 Chevy Silverado 1500 4x4

Alternatives for Commission to Consider
1. Approval of Vehicle Orders for EMA and EMS
2. Denial of the Vehicle Orders

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, County Manager, EMS, EMA
Funding Source: Department Budgets
Attachments:
1. Lease Rate Quotes for the Vehicles
Open-End (Equity) Lease Rate Quote

Prepared For: Effingham County Board of Commissioners
Callanan, Tim

Date 04/28/2022
AE/AM KWO/0JB

Unit # 2023 Make Chevrolet Model Silverado 1500
Series Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type
Ordered Term 60 State GA Customer# 505556

$ 45,908.49 Capitalized Price of Vehicle
$ 0.00 * License and Certain Other Charges 6.6000% State GA
$ 39.00 * Initial License Fee
$ 0.00 Registration Fee
$ 200.00 Other:Courtesy Delivery Fee
$ 0.00 Capitalized Price Reduction
$ 0.00 Tax on Capitalized Price Reduction
$ 6,000.00 Gain Applied From Prior Unit
$ 0.00 * Tax on Gain On Prior
$ 0.00 * Security Deposit
$ 0.00 * Tax on Incentive ( Taxable Incentive Total : $0.00 )

$ 40,108.49 Total Capitalized Amount (Delivered Price)
$ 541.46 Depreciation Reserve @ 1.3500%
$ 176.55 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)

$ 718.01 Total Monthly Rental Excluding Additional Services

Additional Fleet Management
Master Policy Enrollment Fees
$ 0.00 Commercial Automobile Liability Enrollment

<table>
<thead>
<tr>
<th>Liability Limit</th>
<th>$0.00</th>
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</table>

$ 0.00 Physical Damage Management

<table>
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<tr>
<th>Comp/Coll Deductible</th>
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</thead>
</table>

$ 48.23 Full Maintenance Program 3 Contract Miles 60,000

<table>
<thead>
<tr>
<th>Incl: # Brake Sets (1 set = 1 Axle)</th>
<th>0</th>
</tr>
</thead>
</table>

$ 48.23 Additional Services SubTotal
$ 0.00 Sales Tax 0.0000%
$ 48.23 Additional Services Total State

$ 766.24 Total Monthly Rental Including Additional Services
$ 7,620.89 Reduced Book Value at 60 Months
$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 12,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open-End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open-End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Effingham County Board of Commissioners

<table>
<thead>
<tr>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor anyManufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable to Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.
## Aftermarket Equipment Total

<table>
<thead>
<tr>
<th>Description</th>
<th>(B)illed or (C)apped</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custom Equipment 39 - EDWARDS Aftermarket</td>
<td>C</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Total Aftermarket Equipment Billed</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Aftermarket Equipment Capitalized</td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Aftermarket Equipment Total</td>
<td></td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>
**VEHICLE INFORMATION:**

2023 Chevrolet Silverado 1500 Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CK10753

**Pricing Summary:**

<table>
<thead>
<tr>
<th></th>
<th>INVOICE</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle</td>
<td>$37,575.1</td>
<td>$39,100.00 (Est.)</td>
</tr>
<tr>
<td>Total Options</td>
<td>$2,306.85</td>
<td>$2,535.00 (Est.)</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,695.00</td>
<td>$1,695.00</td>
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<tr>
<td><strong>Total Price</strong></td>
<td><strong>$41,576.95</strong></td>
<td><strong>$43,330.00 (Est.)</strong></td>
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</table>

**SELECTED COLOR:**

Exterior: GAZ-Summit White

Interior: H2G-Jet Black w/Vinyl Seat Trim

**SELECTED OPTIONS:**

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<tr>
<th>CODE</th>
<th>DESCRIPTION</th>
<th>INVOICE</th>
<th>MSRP</th>
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</thead>
<tbody>
<tr>
<td>1WT</td>
<td>Preferred Equipment Group 1WT</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>A68</td>
<td>Rear 60/40 Folding Bench Seat (Folds Up)</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>AED</td>
<td>Power Front Windows w/Passenger Express Down</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>AEQ</td>
<td>Power Rear Windows w/Express Down</td>
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<td>Included</td>
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<tr>
<td>AKP</td>
<td>Solar Absorbing Tinted Glass</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>AQK</td>
<td>Remote Keyless Entry</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>AXG</td>
<td>Power Front Windows w/Driver Express Up/Down</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>AZ3</td>
<td>40/20/40 Front Split-Bench Seat</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>BG9</td>
<td>Rubberized-Vinyl Floor Covering</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>BLUE</td>
<td>Bluetooth For Phone</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>C5W</td>
<td>GVWR: 7,000 lbs (3,175 kg)</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>CGN</td>
<td>Chevytec Spray-On Black Bedliner</td>
<td>$495.95</td>
<td>$545.00</td>
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<td>CTT</td>
<td>Hitch Guidance</td>
<td>Included</td>
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<tr>
<td>D31</td>
<td>Inside Rearview Mirror w/Tilt</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>DLF</td>
<td>Heated Power-Adjustable Outside Mirrors</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>FE9</td>
<td>Federal Emissions Requirements</td>
<td>STD</td>
<td>STD</td>
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<tr>
<td>GAZ_01</td>
<td>Summit White</td>
<td>NC</td>
<td>NC</td>
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<tr>
<td>GU6</td>
<td>3.42 Rear Axle Ratio</td>
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<td>STD</td>
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<tr>
<td>H2G_01</td>
<td>Jet Black w/Vinyl Seat Trim</td>
<td>NC</td>
<td>NC</td>
</tr>
<tr>
<td>IOR</td>
<td>Radio: Chevrolet Infotainment 3 System</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>JL1</td>
<td>Integrated Trailer Brake Controller</td>
<td>$250.25</td>
<td>$275.00</td>
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<tr>
<td>K34</td>
<td>Electronic Cruise Control</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>KW5</td>
<td>220 Amp Alternator</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>L3B</td>
<td>Engine: 2.7L Turbo High-Output</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>MQE</td>
<td>Transmission: 8-Speed Automatic</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>N33</td>
<td>Manual Tilt Wheel Steering Column</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>NP0</td>
<td>Single-Speed Transfer Case</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>PAINT</td>
<td>Solid Paint</td>
<td>STD</td>
<td>STD</td>
</tr>
<tr>
<td>PED</td>
<td>Chevy Safety Assist</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>QDV</td>
<td>Tires: 265/70R17 AT BW</td>
<td>$182.00</td>
<td>$200.00</td>
</tr>
<tr>
<td>QK1</td>
<td>Standard Tailgate</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>QT2</td>
<td>Manual Tailgate Function w/No EZ Lift</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>R9Y</td>
<td>Fleet Free Maintenance Credit</td>
<td>$-40.95</td>
<td>$-45.00</td>
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<tr>
<td>CODE</td>
<td>DESCRIPTION</td>
<td>INVOICE</td>
<td>MSRP</td>
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<tr>
<td>------</td>
<td>------------------------------------------------------------</td>
<td>---------</td>
<td>--------</td>
</tr>
<tr>
<td>RD6</td>
<td>Wheels: 17&quot; x 8&quot; Ultra Silver Painted Steel</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>RVQ</td>
<td>6&quot; Rectangular Black Tubular Assist Steps (LPO)</td>
<td>$723.45</td>
<td>$795.00</td>
</tr>
<tr>
<td>STDTM</td>
<td>Vinyl Seat Trim</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>TQ5</td>
<td>IntelliBeam Automatic High Beam On/Off</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UDC</td>
<td>3.5&quot; Monochromatic Display Driver Info Center</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UE4</td>
<td>Following Distance Indicator</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UEU</td>
<td>Forward Collision Alert</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UHX</td>
<td>Lane Keep Assist w/Lane Departure Warning</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UHY</td>
<td>Automatic Emergency Braking</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UKJ</td>
<td>Front Pedestrian Braking</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UQF</td>
<td>6-Speaker Audio System</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>UVB</td>
<td>HD Rear Vision Camera</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>V76</td>
<td>Front Frame-Mounted Black Recovery Hooks</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>VH6</td>
<td>Black (Semi-Gloss) Front Bumper</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>VJG</td>
<td>Black (Semi-Gloss) Rear Bumper</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Z82</td>
<td>Trailering Package</td>
<td>$359.45</td>
<td>$395.00</td>
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<td>Z85</td>
<td>Standard Suspension Package</td>
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<td>ZLQ</td>
<td>WT Fleet Convenience Package</td>
<td>$336.70</td>
<td>$370.00</td>
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</table>
CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: tailgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
- Convex Driver Mirror: convex driver and passenger mirror
- Side Steps: yes
- Door Handles: black
- Front And Rear Bumpers: black front and rear bumpers with black rub strip
- Rear Step Bumper: rear step bumper
- Front Tow Hooks: 2 front tow hooks
- Bed Liner: bed liner
- Box Style: regular
- Body Material: galvanized steel/aluminum body material
- Class IV trailering with harness, hitch, brake controller
- Grille: black grille

Convenience Features:
- Air Conditioning: manual air conditioning
- Console Ducts: console ducts
- Cruise Control: cruise control with steering wheel controls
- Power Windows: power windows with front and rear 1-touch down
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: proximity key
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Front Cupholder: front cupholder
- Overhead Console: mini overhead console with storage
- Glove Box: locking glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- Dashboard Storage: dashboard storage
- IP Storage: covered bin instrument-panel storage
- Front Underseat Storage Tray: locking front underseat storage tray
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 1 12V DC power outlet

Entertainment Features:
- Radio: AM/FM stereo with seek-scan
- Radio Data System: radio data system
- Speakers: 6 speakers
- 1st Row LCD: 1 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:
- Headlamp Type: delay-off aero-composite halogen headlamps
- Auto-levelling Headlights: auto-leveling headlights
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:
   ABS four-wheel ABS brakes
   Number of ABS Channels: 4 ABS channels
   Brake Assistance: brake assist
   Brake Type: four-wheel disc brakes
   Vented Disc Brakes: front and rear ventilated disc brakes
   Daytime Running Lights: daytime running lights
   Spare Tire Type: full-size spare tire
   Spare Tire Mount: underbody mounted spare tire w/crankdown
   Driver Front Impact Airbag: driver and passenger front-impact airbags
   Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
   Overhead Airbag: curtain 1st and 2nd row overhead airbag
   Occupancy Sensor: front passenger airbag occupancy sensor
   Seatbelt Pretensioners: front seatbelt pre-tensioners
   3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
   Side Impact Bars: side-impact bars
   Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
   Tailgate/Rear Door Lock Type: manual tailgate/rear door lock
   Rear Child Safety Locks: rear child safety locks
   Ignition Disable: immobilizer
   Panic Alarm: panic alarm
   Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll
   Traction Control: ABS and driveline traction control
   Front and Rear Headrests: manual adjustable front head restraints
   Rear Headrest Control: 2 rear head restraints

Seats And Trim:
   Seating Capacity max. seating capacity of 6
   Front Bucket Seats: front split-bench 40-20-40 seats
Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents
Standard Engine:
  Engine 310-hp, 2.7-liter I-4 (regular gas)
Standard Transmission:
  Transmission 8-speed automatic w/ OD and auto-manual
Prepared For: Effingham County Board of Commissioners
Callanan, Tim

Unit 
Year 2023 Make Chevrolet Model Traverse
Series LS w/1FL Front-Wheel Drive
Vehicle Order Type Ordered Term 60 State GA Customer# 505556

$ 28,691.00 Capitalized Price of Vehicle 1
$ 0.00 * License and Certain Other Charges 6.6000% State GA
$ 39.00 * Initial License Fee
$ 0.00 Registration Fee
$ 200.00 Other: Courtesy Delivery Fee
$ 0.00 * Capitalized Price Reduction
$ 0.00 * Tax on Capitalized Price Reduction
$ 6,000.00 Gain Applied From Prior Unit
$ 0.00 * Tax on Gain On Prior
$ 0.00 * Security Deposit
$ 0.00 * Tax on Incentive ( Taxable Incentive Total : $0.00 )

$ 22,891.00 Total Capitalized Amount (Delivered Price)
$ 309.03 Depreciation Reserve @ 1.3500%
$ 104.26 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) 2

$ 413.29 Total Monthly Rental Excluding Additional Services

Additional Fleet Management
Master Policy Enrollment Fees
$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit $0.00

$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

$ 42.87 Full Maintenance Program 3 Contract Miles 60,000

OverMileage Charge $ 0.0450 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

# Tires 0 Loaner Vehicle Not Included

$ 42.87 Additional Services SubTotal

$ 0.00 Sales Tax 0.0000%

$ 456.16 Total Monthly Rental Including Additional Services

$ 4,349.20 Reduced Book Value at 60 Months

$ 400.00 Service Charge Due at Lease Termination

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.
Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Effingham County Board of Commissioners

<table>
<thead>
<tr>
<th>BY</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>

NOTES

1 Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any/Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable the specific direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
VEHICLE INFORMATION:

2023 Chevrolet Traverse LS w/1FL Front-Wheel Drive - US  
Series ID: 1NB56

Pricing Summary:

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<th>INVOICE</th>
<th>MSRP</th>
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<tr>
<td>Base Vehicle</td>
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<td>$34,000.00 (Est.)</td>
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<td>Total Options</td>
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<td>Destination Charge</td>
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<td><strong>Total Price</strong></td>
<td><strong>$33,631.00</strong></td>
<td><strong>$35,195.00 (Est.)</strong></td>
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SELECTED COLOR:

Exterior: GAZ-Summit White  
Interior: HKA-Jet Black/Chai w/Premium Cloth Seat Trim

SELECTED OPTIONS:

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<th>CODE</th>
<th>DESCRIPTION</th>
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<td>1FL</td>
<td>Preferred Equipment Group 1FL (Fleet)</td>
<td>NC</td>
<td>NC (Est.)</td>
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<td>A2X</td>
<td>8-Way Power Driver Seat Adjuster</td>
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<td>A7E</td>
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<td>AL9</td>
<td>Power Driver Lumbar Control</td>
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<td>Front Bucket Seats</td>
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<td>FE9</td>
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<td>3.49 Axle Ratio</td>
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<td>Jet Black/Chai w/Premium Cloth Seat Trim</td>
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<td>NC (Est.)</td>
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<td>Radio: Chevrolet Infotainment System AM/FM Stereo</td>
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<td>LFY</td>
<td>Engine: 3.6L V6 SIDI VVT</td>
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<td>M3V</td>
<td>Transmission: 9-Speed Automatic</td>
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<td>PXJ</td>
<td>Wheels: 18&quot; Bright Silver Painted Aluminum</td>
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<td>Q05</td>
<td>Tires: P255/65R18 AS BW</td>
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<td>U2K</td>
<td>SiriusXM Radio</td>
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<td>Included (Est.)</td>
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<td>UD7</td>
<td>Rear Park Assist w/Audible Warning</td>
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<td>6-Speaker Audio System Feature</td>
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<td>WARRANT</td>
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CONFIGURED FEATURES:

Body Exterior Features:
- Number Of Doors: 4
- Rear Cargo Door Type: liftgate
- Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
- Spoiler: rear lip spoiler
- Door Handles: body-coloured
- Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
- Body Material: galvanized steel/aluminum body material
- Body Side Cladding: black bodyside cladding
- Grille: black with chrome surround grille
- Exhaust Tip: chrome tip exhaust

Convenience Features:
- Air Conditioning: automatic dual-zone front air conditioning
- Air Filter: air filter
- Rear Air Conditioning: rear air conditioning with separate controls
- Cruise Control: cruise control with steering wheel controls
- Trunk/Hatch/Door Remote Release: mechanical cargo access remote release
- Power Windows: power windows with driver and passenger 1-touch down
- 1/4 Vent Rear Windows: power rearmost windows
- Remote Keyless Entry: keyfob (all doors) remote keyless entry
- Illuminated Entry: illuminated entry
- Integrated Key Remote: integrated key/remote
- Auto Locking: auto-locking doors
- Passive Entry: Keyless Start proximity key
- Valet Key: valet function
- Trunk FOB Controls: keyfob trunk/hatch/door release
- Window FOB Controls: remote window controls
- Steering Wheel: steering wheel with manual tilting
- Day-Night Rearview Mirror: day-night rearview mirror
- Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
- Emergency SOS: emergency communication system
- Front Cupholder: front and rear cupholders
- Floor Console: full floor console with covered box
- Overhead Console: mini overhead console
- Glove Box: glove box
- Driver Door Bin: driver and passenger door bins
- Rear Door Bins: rear door bins
- Seatback Storage Pockets: 2 seatback storage pockets
- IP Storage: covered bin instrument-panel storage
- Driver Footrest: driver's footrest
- Retained Accessory Power: retained accessory power
- Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:
- radio: SiriusXM AM/FM/Satellite with seek-scan
- Radio Data System: radio data system
- Equalizer: automatic equalizer
- Voice Activated Radio: voice activated radio
- Speed Sensitive Volume: speed-sensitive volume
- Steering Wheel Radio Controls: steering-wheel mounted audio controls
- Speakers: 6 speakers
- Internet Access: Wi-Fi Hotspot capable internet access
- TV Tuner: turn-by-turn navigation directions
- 1st Row LCD: 2 1st row LCD monitor
- Wireless Connectivity: wireless phone connectivity
- Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:
Headlamp Type: delay-off projector beam LED low/high beam headlamps
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Ignition Switch: ignition switch light
Variable IP Lighting: variable instrument panel lighting
Display Type: analog appearance
Tachometer: tachometer
Voltmeter: voltmeter
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: Rear Park Assist rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Blind Spot Sensor: blind spot
Forward Collision Alert: forward collision
Water Temp Gauge: water temp. gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:
ABS: four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 fixed third row head restraints

Seats And Trim:
Seating Capacity max. seating capacity of 8
Front Bucket Seats: front bucket seats
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 2-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Front Centre Armrest Storage: front centre armrest
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
Rear Folding Position: rear seat fold-forward seatback
3rd Row Seat Type: fixed third row 60-40 split-bench seat
3rd Row Electric Control: fold into floor third row seat
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Shift Knob Trim: urethane shift knob
Floor Mats: carpet front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage

Standard Engine:
Engine 310-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:
Transmission 9-speed automatic w/ OD and auto-manual
Staff Report

Subject: Renewal of pre-event contract for Disaster Debris Monitoring & Financial Recovery Services
Author: Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief/EEMA Director
Department: Purchasing
Meeting Date: 5/17/22

Item Description: Consideration to allow the pre-event contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services to renew for the period July 1, 2022 to June 30, 2023.

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:
- The County has a pre-event contract in place for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services.
- The initial term of the agreement is until June 30, 2020, with 3 single year renewals with approval. This is the third renewal. Along with the renewal, Thompson Consulting has requested rate increases in accordance with the Consumer Price Index (CPI).
- No compensation will result from the pre-event contract unless an activation change order is approved by the Board of Commissioners in the event of a declared emergency.
- The contract was activated for Hurricane Matthew.
- The contract can be terminated by either party with 30 days written notice.
- The Contract has been previously reviewed and approved to form by the county attorney.

Alternatives for Commission to Consider:
1. Board approval to renew the Disaster Debris Monitoring & Financial Recovery Services contract with Thompson Consulting Services for FY23.
2. Do not renew the contract.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

Funding Source: No funding is required for the renewal of a pre-event contract. In the event of activation, funding would be provided through emergency reserves until partial reimbursement from the Federal Government.

Attachments:
Pre-event Contract
Disaster Debris Monitoring & Financial Recovery Services

This document is a pre-event contract.

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners.

THIS AGREEMENT, made and entered into by and between the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (hereinafter called the “County”), and THOMPSON CONSULTING SERVICES (hereinafter called the “Contractor”) of 1135 TOWNPARK AVENUE, LAKE MARY, FL 32746, a corporation maintaining an office located in FLORIDA, for the purposes of engaging in the business of providing disaster debris monitoring & financial recovery services.

WHEREAS, the County is empowered to provide for disaster debris monitoring & financial recovery services and is further allowed by law to enter contracts; and

WHEREAS, the Contractor is willing to render the service of disaster debris monitoring & financial recovery services within the County upon the terms and conditions hereinafter set forth; and

WHEREAS, it is the expectation of each of the parties that by entering into this Agreement, and by the full and faithful observance and performance of its respective duties, obligations and responsibilities, a mutually-satisfactory relationship between them will be established and maintained;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Contractor hereby agree as follows:

COMPLIANCE WITH LAWS
The Contractor agrees to comply with all the laws of the federal government and the State of Georgia and the rules and regulations of any and all other governmental agencies relative to natural disasters. In addition, the Contractor shall comply with all present and future ordinances which have an effect on or regulate national disasters. The Contractor shall at all times comply with all applicable laws, rules, and regulations of all governmental agencies in the performance of this contract.

ANTI-DISCRIMINATION
During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

During the performance of this contract, the contractor agrees as follows:

Under 40 U.S.C. § 3702, the contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Compliance with the Contract Work Hours and Safety Standards Act**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3) Withholding for unpaid wages and liquidated damages. The EFFINGHAM COUNTY BOARD OF COMMISSIONERS (name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DAVIS BACON ACT
During the performance of this contract, the contractor agrees as follows (if applicable): Compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II, ¶ D.

COPELAND “ANTI-KICKBACK” ACT
During the performance of this contract, the contractor agrees as follows:

(1) Contractor: The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT
During the performance of this contract, the contractor agrees as follows:

Clean Air Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Effingham County Board of Commissioners and understands and agrees that the Effingham County Board of Commissioners will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.”

**DEBARMMENT AND SUSPENSION**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **GEMA / EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”
PROCUREMENT OF RECOVERED MATERIALS
(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.”

CHANGES
The County reserves the right to make changes in the Services, including alterations, reductions or additions thereto. If the County elects to make the change, the County shall issue a contract amendment or change order and Contractor shall not commence work on any such change until such written amendment or change order has been issued and signed by both parties.

If the contractor wishes to make changes, the contractor shall submit a written request — either a contract amendment or change order and shall not commence work on any such change until such written amendment or change order has been approved and signed by both parties.

ACCESS TO RECORDS
The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Effingham County Board of Commissioners, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO AND FLAGS
The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS
By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
NO OBLIGATION BY FEDERAL GOVERNMENT
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE
It is the understanding and intention of the parties hereto that the Agreement shall constitute a contract for disaster debris monitoring & financial recovery services; that said Agreement shall not constitute an exclusive franchise; nor shall same be deemed or construed as such.

EFFECTIVE DATE: TERM OF CONTRACT
This Agreement shall be effective and binding on the date that the last authorized signature is affixed and performance of such Agreement shall begin upon issuance of a Task Order. The initial agreement shall terminate on June 30, 2020. There will be three (3) single-year renewals. This Agreement shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unbudgeted funds are no longer available to satisfy the obligations of the County under this Agreement.

LICENSES AND TAXES
The Contractor must obtain all licenses and permits required by the County, the Federal Government and the State Government.

INDEMNITY
The Contractor agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the Contractor or its subcontractors. Contractor further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless the County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them. The Contractor's obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the Contractor.

IMMUNITY
Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the County, its officials, or employees are legally entitled.

INSURANCE
The Contractor shall maintain such insurance as will protect the company from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations are by the Contractor or by any sub-contractor or anyone directly or indirectly employed by Contractor.

Certificates of such insurance shall be filed with the County. The Contractor will provide the County ten (10) days’ notice in the event the Contractor’s insurance is cancelled or terminated for any reason

*The limits of insurance are as follows:
A. **Commercial General Liability:** Provides protection against bodily injury, including death and property damage claims arising from operations of a contractor or tenant. Minimum limits: $1,000,000 bodily injury and property damage each occurrence, and $2,000,000 Property Damage, in the aggregate.

B. **Worker’s Compensation and Employer’s Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: $500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker’s Compensation limit.

C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor’s use of automobiles. Minimum limit: $1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.

Failure to obtain or maintain the appropriate insurance coverages as stated herein (and in RFP 18-001) shall be deemed a default on the part of the Contractor. The Contractor shall immediately cure a default under this provision within twenty-four (24) hours thereof. In the event Contractor does not timely cure a default under this provision, the County shall be entitled to immediately terminate this contract.

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including RFP 18-001 and any authorized change orders/task orders.

All insurance premiums shall be paid by the Contractor and shall be without cost to the County.

**INTENTIONALLY LEFT BLANK**
FEES:

No compensation will result from a contract unless an activation task order is approved by the Effingham County Board of Commissioners

<table>
<thead>
<tr>
<th>Debris Monitoring Positions</th>
<th>Paper-Based Ticketing</th>
<th>Automated Ticketing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$60.00</td>
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<td>Operation Managers</td>
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<td>Billing/Invoicing/Data Managers</td>
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<td>Project Coordinators</td>
<td>$18.00</td>
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<td>Load Ticket Data Entry Clerks</td>
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<td>Collection Crew Monitors</td>
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<td>Tower Monitors</td>
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<td>Residential Drop-off Monitors</td>
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<td>Automated Ticketing Specialists</td>
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<tr>
<th>GRANT MANAGEMENT CONSULTING POSITIONS</th>
<th>Hourly Rate</th>
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<tr>
<td>Senior Grant Management Consultant</td>
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<tr>
<td>Grant Management Consultant</td>
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<td>$95.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$220.00</td>
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</table>

The hourly labor rates shall include all applicable overhead and profit. Lodging, meals and incidentals will be billed at the most current GSA per diem rate for the area. Mileage will be reimbursed at the most recent IRS published rate. All other direct project expenses will be reimbursed at cost without mark-up.

These prices shall remain in effect for a period of 36 months, no exception.

No work outside the scope of work contained in the RFP will be performed without the advanced written consent of the County Administrator or Project Manager.
**TERMINATION**

The agreement between the County and Contractor can be terminated with 30 days written notice by the County based on:

a. County electing, in writing, not to exercise any of its option periods.

b. Failure of the Contractor to perform based on the Contractor’s bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the County shall have the authority to terminate the contract with written notice to Contractor. The Contractor shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.

c. Failure of the Contractor to abide by any of the conditions of this Agreement.

d. Any termination of the Contractor’s services shall not affect any right of the County against the Contractor then-existing or which may thereafter occur. Any retention of payment monies by the County due the Contractor will not release Contractor from compliance with the Contract documents.

Should the contract, upon expiration, be awarded to another service provider, Contractor shall cooperate with the County to assist with the orderly transfer of the functions and operations provided by the Contractor hereunder to another service provider or to the County as determined by the County in its sole discretion. Prior to termination or expiration of this Agreement, the County may require the Contractor to perform and, if so required, the Contractor shall perform certain transition services necessary to shift the support work of the Contractor to another provider or to the County itself and the County shall pay for such service at the rates set forth in this Agreement. Transition services may include but shall not be limited to the following:

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and

2. Notifying all affected service providers and subcontractors of the Service provider

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

**TRANSFERABILITY OF CONTRACT**

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part to third persons by the Contractor without the express written consent of the County, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor.

**ADMINISTRATION**

The administration and enforcement of this Agreement shall be the responsibility of the County Administrator or his designated representative(s).

The County Administrator shall recommend that the Board of Commissioners adopt any rules and regulations required to implement or enforce the terms and conditions of this Agreement. The Contractor shall cooperate with the County Administrator or his representative(s) in any inspections and render whatever assistance they reasonably request. The Contractor agrees to follow the reasonable recommendations of the County Administrator so that the County’s reputation is in no way damaged by the Contractor’s performance.

**NO AGENCY CREATED**

Nothing in the Contract is intended to grant authority to the Contractor, as agent or otherwise, to bind the County to any contract, warranty, or agreement, or to subject the County to any costs, liabilities or expenses. It is expressly understood that the Contractor shall be an independent contractor with absolutely no authority to bind or obligate the County and for whom the County shall have no liability or responsibility.
CONTRACT DOCUMENTS
This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-001 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS
It is the intention and agreement of the parties of this Contract that all legal provisions of law which are required to be inserted herein, shall be and are inserted herein. However, if by mistake or otherwise, some such provision is not herein inserted, or is not inserted in proper form, the contract may be amended provided that such amendment is in writing and signed by the parties hereto stating that said writing is an amendment or modification hereto. Any other attempts at modification, whether by course of conduct, oral or informally written agreement or whatever, shall not prevail.

SEPERABILITY OR PROVISION
If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of this invalid and unenforceable provision herein and the remainder of this Agreement shall not be affected thereby.

CONSTRUCTION
This Agreement shall be deemed to have been approved and accepted at Springfield, Effingham County, Georgia, and shall be construed under the laws of the State of Georgia.

HEADINGS
The use of headings, captions, and numbers herein is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision of the Agreement.

INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and their corporate seals affixed hereto on the day and year below their respective signatures.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY: __________________________
   Wesley Corbitt
   Chairman

ATTEST: _________________________
   Stephanie Johnson
   Effingham County Clerk

Date: ________________

FOR THE CONTRACTOR

BY: __________________________
   __________________________
   Title:

Attest: _________________________
   __________________________
   Date: ________________
May 9, 2022

Ms. Alison M. Bruton
Purchasing Agent
Effingham County Board of Commissioners
804 South Laurel Street
Springfield, Georgia 31329

Sent Via Email: abruton@effinghamcounty.org

RE: Renewal of Contract and Consumer Price Index Escalation
Disaster Debris Monitoring & Financial Recovery Services, Contract No. 18-001

Dear Ms. Bruton:

Thompson Consulting Services (Thompson) has been providing the Board of Commissioners of Effingham County, Georgia (County) with Disaster Debris Monitoring & Financial Recovery Services since the execution of the Contract on November 7, 2017 (Contract).

Thompson wishes to exercise the last renewal of the Contract through June 30, 2023. Thompson also respectfully requests the County to consider an amendment to the Contract to increase the Fees based on a CPI escalation for the preceding twelve-month period as reflected in Attachment I.

We hope the County understands the need for Thompson to request the CPI escalation. We believe Thompson offers the best value available for similar services and value the County as our client. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at (407) 415-7602 or by email cthomas@thompsoncs.net.

Sincerely,

Corey Thomas
Vice President
Series: CPI-U, U.S. City Average, All Items, 1982-84

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<tr>
<th>Grant Management Consulting Positions</th>
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<td>$ 103.11</td>
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Staff Report

Subject: Award of Contract 22-30-001 to Signature Tennis Courts, Inc. for the tennis court repair at Baker’s Pond
Author: Alison Bruton, Purchasing Agent
Department: Parks & Landscaping
Meeting Date: May 17, 2022
Item Description: Contract 22-30-001 to Signature Tennis Courts, Inc.

Summary Recommendation: Staff recommends Approval of Award of Contract 22-30-001 to Signature Tennis Courts, Inc. for the tennis court repair at Baker's Pond

Executive Summary/Background:
• In April, staff posted a Request for Quotes to repair and resurface the tennis courts at Baker’s Pond.
• Quotes were submitted from four (4) vendors:
  o Signature Tennis Courts, Inc. - $34,980.00
  o Barber Tennis, LLC - $54,400.00
  o El Faro Group, LLC (Court Services) - $53,350.00
  o McGrath Industries dba Talbot Tennis - $58,495.00
• Parks & Landscaping staff reviewed the submittals and recommend approval of award to Signature Tennis Courts, Inc.

Alternatives for Commission to Consider:
1. Approval of Award of Contract 22-30-001 to Signature Tennis Courts, Inc. for the tennis court repair at Baker’s Pond
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: P&L, Purchasing
Funding Source: $35,000.00 budgeted, Recreation/Grant
Attachments:
1. Contract 22-30-001
Services Contract

Between

Effingham County Board of Commissioners
804 South Laurel Street
Springfield, GA 31329

and

Signature Tennis Courts, Inc.
1025 Rose Creek Dr. Suite 620-244
Woodstock, GA 30189

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and Signature Tennis Courts, Inc. (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in RFQ 22-30-001 – Tennis Court Repair; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFQ 22-30-001 – Tennis Court Repair and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I-2 CONTRACT.
This Contract is one time lump sum in the amount of $34,980.00.

SECTION I-3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
The County may terminate this Contract for cause or Contractor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
The County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
SECTION I-8  TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9  INDEMNIFICATION.
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

SECTION I-10  COVENANT AGAINST CONTINGENT FEES.
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee, working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11  PROHIBITED INTERESTS.

A.  Conflict of Interest.  The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B.  Statement of disclosure:  Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceedings thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12  AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records relating to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be
available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

SECTION I-13 INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Mike Imbornone, Signaure Tennis Courts, Inc., 1025 Rose Creek Dr. Suite 620-224, Woodstock, Ga. 30189. It shall be Contractor's responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

THIS SPACE INTENTIONALLY LEFT BLANK
ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

The County shall pay the Contractor for his services as follows:

Construction Tennis Court Repair –

Additional Documentation – Attachment A

QUOTE

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BID</td>
<td>$34,980.00</td>
</tr>
</tbody>
</table>

These rates and fees shall remain in effect until completion of the project, without exception.

All invoices shall contain the following:

- Date services performed
- Detailed account of services performed
- Name of employee providing said services

No work shall take place without advanced written approval of the County’s engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFQ will be performed without the advanced written approval of the County’s engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.

The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.

The Contractor represents, understands and agrees that this is an “LUMP SUM” contract, to guarantee pricing for services contained herein.

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ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

A. Name of Producer (contractor's insurance Broker/Agent).
B. Companies affording coverage (there may be several).
C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
D. A Summary of all current insurance for the insured (includes effective dates of coverage).
E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
F. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:
A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.
B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:
A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
B. Extended Reporting Periods: The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.
D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.
Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

ARTICLE IV
WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

ARTICLE V
GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.

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ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of ____________________, 2022.

Signature Tennis Courts, Inc.

_______________________________
Signature

_______________________________
Title

Witness - Signature

Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
Stephanie Johnson, County Clerk

CONTRACT NO. 22-30-001

COMMISSION APPROVAL DATE:
RFQ No. 22-30-001 – Tennis Court Repair

**RFQ No. 22-30-001**

Tennis Court Repair –

Please provide a detailed quote with submittal.

**QUOTE**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>BID PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BID: Thirty four thousand nine hundred eighty and 90/100</td>
<td>$34,980</td>
</tr>
</tbody>
</table>

Proposing Company Contact Information:

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Signature Tennis Courts, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Address:</td>
<td>1025 Rose Creek Dr. Suite U20-244 Woodstock, GA 30188</td>
</tr>
<tr>
<td>Telephone:</td>
<td>404-442-5002</td>
</tr>
<tr>
<td>Service Address:</td>
<td>Same</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Same</td>
</tr>
<tr>
<td>Representative Name:</td>
<td>Mike Imbornone Owner</td>
</tr>
<tr>
<td>Representative Contact Address:</td>
<td>Same</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:mike@signaturetennis.com">mike@signaturetennis.com</a></td>
</tr>
</tbody>
</table>

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor’s acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (manually, in ink) ______________________

(Signature of Authorized Representative of the Company)

Name Printed: Mike Imbornone  Title: Owner  Date: 4/30/22
EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder’s offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County’s proposal:

N/A

DATE

4/30/22

SIGNATURE/TITLE

Mike Lumbard

COMPANY

Signature Tennis Courts, Inc.
April 30, 2022
TO: EFFINGHAM COUNTY TENNIS COURTS
224 COURTHOUSE ROAD SPRINGFIELD, GA 31329
RFQ NO. 22-30-001 TENNIS COURT REPAIRS

RESURFACE 6 COURTS

1. CLEAN COURTS AS NECESSARY
2. FILL ALL STRUCTURAL CRACKS WITH E330 CRACK FILLER AND INSTALL MULTI LAYERED RITE WAY CRACK REPAIR SYSTEM OVER ALL STRUCTURAL CRACKS (1/16” OR LARGER) THE RITE WAY PRODUCT WILL NOT BUBBLE, HAS NO HOLLOW SOUND AND INCORPORATES A MICRO SEALANT MOISTURE BARRIER OVER THE CRACKS.
3. FILL ALL LOW LYING AREAS AND PAVING JOINTS WITH ACRYLIC PATCH BINDER
   NOTE: THESE AREAS WILL IMPROVE BUT WILL NOT BE PERFECT
4. GRIND PROTRUDING HUMPS IN ASPHALT AND SMOOTH WITH ACRYLIC PATCH BINDER
5. APPLY 3 COATS OF ACRYTECH FULL ACRYLIC PLAYING SURFACE
   NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY
   (COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
6. STRIPE 6 REGULATION TENNIS COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT AND STRIPE FOR JUNIOR AND/OR PICKLE BALL WHERE DIRECTED
7. SAND AND PAINT NET POSTS, RE-HANG NETS AND CLEAN WORK SITE THOROUGHLY

RESURFACE WITH RITE WAY CRACK REPAIR SYSTEM: $34,980

NOTE: A 5 YEAR WARRANTY IS INCLUDED ON ALL EXISTING STRUCTURAL CRACKS COVERED WITH RITE WAY. IF ANY AREAS FAIL, THE CRACKS WILL BE RE-DONE AND AREA WILL BE RE-COLOR COATED. THIS WARRANTY DOES NOT INCLUDE ANY NEW CRACKS THAT MAY DEVELOP IN THE FUTURE.
NOTE: SIGNATURE TENNIS DOES NOT FEEL THAT IT IS AN OPTION TO RESURFACE THE COURTS WITHOUT INSTALLING THE RITE WAY SYSTEM OR A COMPETITIVE PRODUCT, AS THE CRACKS WILL MOST ASSUREDLY RETURN DURING THE FIRST WINTER.
NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS
NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

ACCEPTANCE SIGNATURE ______________________________ DATE ______________________________
Staff Report

**Subject:** Approval of the Change Order #4 for APAC-Atlantic, Inc. for the Blue Jay/McCall Road Intersection Improvements

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** May 17, 2022

**Item Description:** Approval of Change Order #4 for APAC-Atlantic, Inc.

**Summary Recommendation:** Staff recommends approval of Change Order #4 for APAC-Atlantic, Inc. for $1,992.00 for the Blue Jay/McCall Intersection Improvements.

**Executive Summary/Background:**
- APAC-Atlantic, Inc. was awarded Contract #21-25-002 for the Blue Jay/McCall Road Intersection Improvements in May 2021. Change Order #1 was awarded September 2021 to remove and replace unsuitable soil and Change Order #2 was awarded in October 2021 for the construction of a right-hand turn lane at McCall Road which added an additional 45 days to the project. Change Order #3 was awarded January 2022 to resurface the road beginning at the new section at the improved intersection and continuing to the new right-hand turn lane.
- Staff has requested Change Order #4 for additional edge line rumble strips for the road section paved in CO#3, the old section of Blue Jay between the curve and the railroad tracks.
- The cost for this additional work is $1,992.00 bringing the overall contract total to $1,304,625.60

**Alternatives for Commission to Consider**
1. Approval of the Change Order #4 for APAC-Atlantic, Inc. for the Blue Jay/McCall Road Intersection Improvements in the amount of $1,992.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, Asst. County Manager, Project Manager

**Funding Source:**

**Attachments:**
1. Change Order #4
2. Change Order #1 through 3
Change Order # 1

Project: Construction – Blue Jay & McCall Road Realignment

Contract Date: May 5, 2021

Change Order Effective Date: 09/07/2021

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove and replace unsuitable soil</td>
<td>CY</td>
<td>1354</td>
<td>$18.90</td>
<td>$25,590.60</td>
</tr>
</tbody>
</table>

TOTAL $18.90 $25,590.60

The original Contract Sum was................................................................. $1,111,588.00

Net change by previously authorized Change Orders........................................ $0

The Contract Sum prior to this Change Order was........................................ $1,111,588.00

The Contract Sum will be increased by this Change Order................................... $25,590.60.00

The new Contract Sum including this Change Order will be............................... $1,137,178.60

The Contract Time will be increased by ___ days

The Time allowed for completion is therefore .................................................

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: ________________________________ Date: 09/07/2021

Contractor
APAC – Atlantic, Inc
47 Telfair Place
Savannah, GA 31415

By: ________________________________ Date: 25 August 2021
# Change Order # 2

**Project:** Construction – Blue Jay & McCall Road Realignment  
**Contract Date:** May 5, 2021  
**Change Order Effective Date:** 10/19/2021  
**Change Order Issued to:** APAC – Atlantic, Inc.  
47 Telfair Place  
Savannah, GA 31415

You are directed to make the following changes to this Contract:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUAN</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Mobilization &amp; General Conditions</td>
<td>1.000</td>
<td>LSU</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>20</td>
<td>Traffic Control</td>
<td>1.000</td>
<td>LSU</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>30</td>
<td>Grading Complete</td>
<td>1.000</td>
<td>LSU</td>
<td>$35,000.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td>40</td>
<td>Clearing and Grubbing</td>
<td>1.000</td>
<td>LSU</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>60</td>
<td>15” FES GDOT STD 1120</td>
<td>4.000</td>
<td>EA</td>
<td>$1,400.00</td>
<td>$5,600.00</td>
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<tr>
<td>70</td>
<td>15” RCP</td>
<td>32.000</td>
<td>LF</td>
<td>$110.00</td>
<td>$3,520.00</td>
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<tr>
<td>75</td>
<td>Add 4’ GAB to Drives</td>
<td>50.000</td>
<td>SY</td>
<td>$41.00</td>
<td>$2,050.00</td>
</tr>
<tr>
<td>80</td>
<td>8” GAB</td>
<td>520.000</td>
<td>SY</td>
<td>$22.00</td>
<td>$11,440.00</td>
</tr>
<tr>
<td>90</td>
<td>12.5 MM 2” Superpave</td>
<td>54.000</td>
<td>TON</td>
<td>$169.00</td>
<td>$9,126.00</td>
</tr>
<tr>
<td>100</td>
<td>19 MM 2” Superpave</td>
<td>54.000</td>
<td>TON</td>
<td>$164.00</td>
<td>$8,856.00</td>
</tr>
<tr>
<td>105</td>
<td>18” Roll Curb</td>
<td>110.000</td>
<td>LF</td>
<td>$52.50</td>
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**GRAND TOTAL:** $117,435.00

The original Contract Sum was: $1,111,588.00
Net change by previously authorized Change Orders: $25,590.60
The Contract Sum prior to this Change Order was: $1,137,178.60
The Contract Sum will be increased by this Change Order: $117,435.00
The new Contract Sum including this Change Order will be: $1,254,613.60
The Contract Time will be increased by 45 days
The Time allowed for completion is therefore 245 days

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: [Signature]
Date: October 19, 2021

Contractor
APAC – Atlantic, Inc
47 Telfair Place
Savannah, GA 31415

By: [Signature]
Williams Evans, Estimator
Date: 10-29-21
Change Order #3

Project: ITB 21-25-002 – Blue Jay Rd. and McCall Rd. Realignment

Contract Date: May 5, 2021

Change Order Effective Date: January 7, 2022

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
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The original Contract Sum was ................................................................. $1,111,588.00

Net change by previously authorized Change Orders ...................................... $143,025.60

The Contract Sum prior to this Change Order was ....................................... $1,254,613.60

The Contract Sum will be increased by this Change Order ............................... $48,020.00

The new Contract Sum including this Change Order will be ............................ $1,302,633.60

The Contract Time will be increased by 4 days

The Time allowed for completion is therefore 249 days

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

By: [Signature]
Date: January 18, 2022

Contractor
APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

By: [Signature]
Date: January 18, 2022
Change Order #4

Project: Construction – Blue Jay & McCall Road Realignment

Contract Date: May 5, 2021

Change Order Effective Date: ________________

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
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TOTAL $1992.00 $1992.00

The original Contract Sum was............................................................................$ 1,111,588.00
Net change by previously authorized Change Orders....................................$ 191,045.60
The Contract Sum prior to this Change Order was...........................................$ 1,302,633.60
The Contract Sum will be increased by this Change Order............................$ 1992.00
The new Contract Sum including this Change Order will be..........................$ 1,304,625.60
The Contract Time will be increased by _0_ days
The Time allowed for completion is therefore _________________________________________

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: ________________________________  By: ________________________________
Date: ______________________________  Date: ______________________________

Contractor
APAC – Atlantic, Inc
47 Telfair Place
Savannah, GA 31415

By: ________________________________  By: ________________________________
Date: ______________________________  Date: ______________________________
Staff Report

Subject: Memorandum of Agreement – Mountain Bike Trail Project
Author: Eric Larson, Asst. County Manager
Department: Parks and Landscapes
Meeting Date: May 17, 2022
Item Description: Consider an MOU with the Georgia Hi-Lo Trail, Inc. to construct a mountain bike trail park at Pineora Park.

Summary Recommendation:
Through a MOU agreement, the Georgia Hi-Lo Trail, Inc. organization will use a portion of a $450,000 trail grant from the Chestnut Family Foundation to construct biking trails at Pineora Park. The site’s proximity to the old railroad bed designated as the Hi-Lo trail. The site’s terrain and the synergy of the area makes this an ideal location.

Executive Summary/Background:
- Georgia Hi-Lo Trail, Inc. is responsible for all costs, including design and construction.
- The County is allowing the use of a portion of the park for the trails.
- The County is agreeable to assisting with construction with loads of dirt and other low-cost or no-cost items provided by the Parks and Landscapes Department.
- The intended use is passive as well as a summer camp held by Georgia Hi-Lo trail.
- The County would assist with maintenance of the trail long-term as needed.
- Georgia Hi-Lo Trail has created a chapter of the Southern Off-Roads Bicycle Association (SOBRA), who has collaborated with the Southeast GA SORBA (SEGA-SORBA) to provide liability insurance and governance for the grant and construction of the trails.
- Hi-Lo Trail intends to hold a summer bike camp, Kids Bike League mountain bicycling programming, starting June of 2022.

Alternatives for Commission to Consider
1 - Approve a MOU for a mountain bike trail park with Georgia Hi-Lo Trail and SEGA-SORBA.
2 – Take no action – Request more information
3 - Deny

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineer; County Attorney

Funding Source: No new funding requested.

Attachments: 1. MOU
2. Vicinity Map
Memorandum of Understanding
Between the Effingham County, Georgia and the Georgia Hi-Lo Trail, Inc.

Purpose

The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial Kids Bike League program may be planned and accomplished by Effingham County, Georgia and the Georgia Hi-Lo Trail, Inc. working cooperatively to provide safe bicycling opportunities to the citizens of Effingham County. Such programs and activities will complement Effingham County and are in best interest of the public.

Introduction

Effingham County [and Effingham County Parks & Recreation Department] are responsible for natural resource management on multiple city owned properties in Effingham County. All hiking and mountain biking trail opportunities fall under the direction of the Effingham County [and Effingham County Parks & Recreation Department].

Effingham County shall:

1. Make available opportunities for the furtherance of this MOU, subject to applicable County laws, regulations, and management direction.

2. Provide access to the Pineora Ball Park located at 310 Honey Ridge Road Road, Guyton, Georgia for use by the Georgia Hi-Lo Trail to operate our Kids Bike League mountain bicycling programming starting June of 2022.

3. Provide access to the Pineora Ball Park during the following times for operation of Kids Bike League programming:
   a. Prior to Kids Bike League starting in May 2022 so that SEGA SORBA volunteers, who are supporting the Kids Bike League program sites, may ready the site for summer camp by clearing existing trails of debris.
   b. During the week of June 20 through June 24, 2022 so that we may operate Kids Bike League. We will need access to the site beginning at 7:30 a.m. each morning and will leave by 9 p.m. during this week of summer camp.
   c. During ongoing monthly trail work days and ride days one Saturday per month starting in July 2022.
   d. During winter session of Kids Bike League, which will be the weeks of December 19 and December 26, but not on federal or state holidays.

4. Provide Effingham County information relating to all Kids Bike League programming on the County’s properties.

Georgia Hi-Lo Trail shall:

1. Work with Hi-Lo SORBA to provide technical assistance and volunteer labor to the land managers involved in work projects and mountain bicycling opportunities. This is to include construction and maintenance of the trail and management suggestions during and after the trails are completed.

2. Provide insurance for Kids Bike League programming. See Certificate of Liability Insurance with Effingham County added as additional insured (Attachment A).
3. Require all participants, volunteers, coaches or spectators of Kids Bike League sign a USA Cycling ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE waiver. See waiver (Attachment B).

It is mutually agreed and understood by and between said parties that:

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.

3. Nothing in this memorandum shall obligate Effingham County to the Georgia Hi-Lo Trail to expend appropriations or to enter in any contract or other obligation.

4. The cooperators shall comply with all Federal Statutes relating to non-discrimination and all applicable requirements of all Federal laws, executive orders, regulations, and policies. These include but are not limited to (a) Title IV of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683), which prohibits discrimination on basis of sex.

5. The principle contacts for this agreement are:

Mary Charles Howard, Executive Director
Georgia Hi-Lo Trail, Inc.

Wesley Corbitt,
Chairman
Effingham County Board of Commissioners

________________________, Director
Parks & Recreation Department
Effingham County, Georgia


Signature Date

4/28/22
## CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer:**
Fairly Consulting Group, LLC
1800 S. Washington, Suite 400
Amarillo, TX 79102

**Contact Information:**
Fairly Group Certificates
Phone: (A/C, No, Ext):
Fax: (A/C, No):
E-mail: cert@fairlygroup.com

**Insurer(s) Affording Coverage:**

- **Insurer A:** HDI Global Specialty SE
- **Insurer B:**
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**
- **Insurer F:**

### Coverages

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**Date (MM/DD/YYYY):** 12/31/2021

**Policy Expiry (MM/DD/YYYY):** 12/31/2022

**Type of Insurance:** Commercial General Liability

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**Auto Liability**

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<td>PROPERTY DAMAGE (Per accident)</td>
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**Workers Compensation and Employers Liability**

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**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Job 2022-5525

RMGL 03 09 02 18 SCHEDULE OF NAMED INSURED:

- Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement CG 20 26 SEE ATTACHED ACORD 101

### Certificate Holder

Effingham County
310 Honey Ridge Road
Guyton, GA 31312

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

[Signature]

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
Description of Operations/Locations/Vehicles:
(4/2013).

Event Number: 2022-5525
Event Name: Kids Bike League - Effingham County
Event Location: Guyton, GA
Event Date(s): 06/24/2022, 06/21/2022, 06/22/2022, 06/20/2022, 06/23/2022
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;

or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
Attachment B

*USA Cycling ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE*

In consideration of USA Cycling (USAC) allowing me to participate in a USAC sanctioned event, and all activities related to or connected with an event, including travel to and from an event (collectively an “Event”), whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. Assumption of Risk. I am aware that cycling and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person’s physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others.

2. Release of Liability. I hereby forever release, waive, and discharge USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law
enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, “Releasees”) from any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees.

3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

4. Health. I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my well-being at all times while participating in an Event. If I suffer any injury related to or arising from an Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. Rules; Regulations; Equipment. I agree to be familiar with and abide by the rules and regulations established for an Event. I also agree that I am subject to, and shall abide by, the competitive rules, regulations, policies, and Code of Conduct adopted by USAC as amended from time to time and published at
www.usacycling.org. I agree to be familiar with the Event course. I agree to ride and participate to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC rules and regulations, and I assume all responsibility for the selection of such a helmet.

6. Anti-doping. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me. I agree to submit to drug testing. If it is determined I may have committed an anti-doping rule violation, I agree to submit to the results management authority and processes of USADA or the results management authority of the UCI and my national federation. I agree that arbitration is my exclusive remedy under the above rules.

7. Use of Information. I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC’s behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

8. Media Grant. I irrevocably grant and license to USAC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use
does not imply my endorsement of any company, product or service.

9. Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.
Memorandum of Understanding
Between Effingham County, Georgia and SEGA SORBA

Purpose
The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial work projects and bicycling activities may be planned and accomplished by Effingham County, Georgia, and SEGA SORBA (which is a Chapter of the Southern Off-Roads Bicycle Association), working cooperatively on multi-use trail projects in Effingham County. Such programs, projects, and activities will complement Effingham County and are in the best interest of the public.

Introduction
Effingham County [and Effingham County Parks and Recreation] are responsible for natural resource management on multiple city-owned properties in Effingham County. All hiking and mountain biking trail opportunities fall under the direction of Effingham County [and Effingham County Parks and Recreation].

Effingham County shall:

1. Make available opportunities for the furtherance of this MOU, subject to applicable County laws, regulations, and management direction.

2. Provide SEGA SORBA information regarding lands available for multi-use trails to be constructed in Effingham County.

3. Provide SEGA SORBA guidance as to trail limits within the parks in Effingham County.

4. Acknowledge the time and efforts of SEGA SORBA volunteers as an in-kind contribution to Effingham County approximately equal to, but not to exceed, the commercial value of such labor and services.

5. Provide Effingham County information relating to all joint projects with SEGA SORBA in the County’s properties.

SEGA SORBA shall:

1. Provide technical assistance and volunteer labor to the land managers involved in work projects and mountain bicycling opportunities. This is to include construction and maintenance of the trail and management suggestions during and after the trails are completed.

2. Encourage its members to work with Effingham County officials to identify and discuss opportunities for cooperative work on mutually beneficial projects or activities.

3. The design, construction, and maintenance of trails on any Effingham County property will follow the standard adopted by Effingham County pursuant to guidelines in the International Mountain Bicycling Association book: Trail Solutions, IMBA’s Guide to Building Sweet Singletrack.

4. SEGA SORBA may provide comments about proposed improvements to the county properties. Any trail plans or modifications proposed by SEGA SORBA must be approved by Effingham County prior to trail construction.
5. All requests for projects undertaken by SEGA SORBA must be submitted in writing to Effingham County. Work may begin only after approval for projects has been granted in writing.

**It is mutually agreed and understood by and between said parties that:**

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.

3. Nothing in this memorandum shall obligate Effingham County to SEGA SORBA to expend appropriations or to enter in any contract or other obligation.

4. The cooperators shall comply with all Federal Statutes relating to non-discrimination and all applicable requirements of all Federal laws, executive orders, regulations, and policies. These include but are not limited to (a) Title IV of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683), which prohibits discrimination on basis of sex.

5. The principle contacts for this agreement are:

   Chad Brock, President SEGA SORBA  
   Signature  Date

   Wesley Corbitt,  
   Chairman,  
   Effingham County Board of Commissioners  
   Signature  Date

   , General Manager  
   Parks and Recreation for Effingham County  
   Signature  Date
Item XI. 8.
Staff Report

Subject: New County Administrative Building Renovations – Change Order 3
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: May 17, 2022
Item Description: Change Order #3 relates to changes requested during construction, increased scope of services, and unforeseen item needed to complete construction.

Summary Recommendation:
As construction of the Administration Building progressed, several small changes and added work was needed to complete the building. Due to the rapid development and resolution needed for these issues, they were approved by the project team. This change order is a summary of these remaining items needed to close out the construction and pay out the contract. The resultant change order is $76,914.01 and 140 days to the project schedule.

Executive Summary/Background:
- Original contract amount to Copper Construction is $887,671.00
- Change Order 1 approved April 6, 2021 was $79,131.50
- Change Order 2 approved June 1, 2021 was $176,460.31
- Revise contract amount, with Change Order 3, is $1,220,176.82
- Project Notice to Proceed was issued January 4, 2021
- Project Duration was revised to 230 calendar days (completion date of August 21, 2021) via Change Order 1. No time was added with Change Order 2.
- New project completion date is January 8, 2022. Substantial completion on the project was approximately November 1, 2021.

Alternatives for Commission to Consider
1 - Approve Change Order 3 in the amount of $76,914.01 and a time extension of 140 days.
2 – Take no action
3 – Deny the change order. Since all the work is complete, additional discussion with the contractor and an amended change order proposal will be needed.

Recommended Alternative: Alternative 1
Other Alternatives: N/A

Department Review: County Engineering; County Attorney

Funding Source: 100-1565-021-54-1306 General Fund

Attachments: 1. Change Order 3 request from Copper Construction
Change Order

PROJECT: (name and address)  Effingham County Admin Bldg
802 S. Laurel Street

OWNER: (name and address)  Effingham County Commission
601 N. Laurel Street
Springfield GA 31329

ARCHITECT: (name and address)  Greenline Architecture
28 E 35th St
Savannah GA 31401

CONTRACT INFORMATION:  Contract For: ITB-21-005 - EffCoAdmin
Date: 01/04/2021

CHANGE ORDER INFORMATION:  Change Order Number: 003
Date: 04/14/2022

CONTRACTOR: (name and address)  Copper Construction
410 McIntosh Street
Vidalia GA 30474

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order Summary:
PCO #10 (+) $1,105.23  PCO #16 (+) $55,659.32
PCO #14 (+) $16,281.04
PCO #15 (+) $3,868.42

Time is increased by 140 days as follows:
1 days - PCO 10. 140 days - PCO 16 (dealy of materials, etc.)
14 days - PCO 14

The original Contract Sum was $887,671.00
The net change by previously authorized Change Orders $255,591.81
The Contract Sum prior to this Change Order was $1,143,262.81
The Contract Sum will be increased by this Change Order in the amount of $76,914.01
The new Contract Sum, including this Change Order, will be $1,220,176.82

The Contract Time will be increased by (155) days.
The new date of Substantial Completion will be January 04, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Greenline Architecture

ARCHITECT (Firm name)

COPPER CONSTRUCTION CO.

CONTRACTOR (Firm name)

Keith E. Howington, Project Manger

PRINTED NAME AND TITLE

03/10/2021

DATE

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April 16, 2021

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: Relocate Hose Bibb

The following Cost Proposal is for relocating the hose bobb located between Rooms 123 and 124 due to the proximity to the existing electrical panels per RFI #12.

Time Extension - 1 Calendar Days

Cost as follows:

<table>
<thead>
<tr>
<th>Material</th>
<th>Qty</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>13 LF</td>
<td></td>
<td>3/4&quot; Type L Hard Drawn Copper</td>
<td>$60.00</td>
<td></td>
</tr>
<tr>
<td>3 EA</td>
<td></td>
<td>3/4&quot; Copper Coupling</td>
<td>$6.00</td>
<td></td>
</tr>
<tr>
<td>1 LS</td>
<td></td>
<td>Solder, Flux, and Sandpaper</td>
<td>$22.00</td>
<td></td>
</tr>
<tr>
<td>15 LF</td>
<td></td>
<td>3/4&quot; Fiberglass Insulation and Glue</td>
<td>$56.53</td>
<td></td>
</tr>
<tr>
<td>2 EA</td>
<td></td>
<td>3/4&quot; Copper 90 Degree Ell</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>2 EA</td>
<td></td>
<td>3/4&quot; Copper 45 Degree Ell</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>1 LS</td>
<td></td>
<td>B-Tank Gas</td>
<td>$4.00</td>
<td></td>
</tr>
<tr>
<td>4 EA</td>
<td></td>
<td>Copper Hangers, Rod, Nuts, and Washers</td>
<td>$56.00</td>
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</tr>
<tr>
<td>4 EA</td>
<td></td>
<td>Pipe Saddles</td>
<td>$16.00</td>
<td></td>
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<tr>
<td>1 ROLL</td>
<td></td>
<td>ASJ Tape</td>
<td>$16.17</td>
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<td></td>
<td></td>
<td></td>
<td>$</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Material</td>
<td>$244.70</td>
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<tr>
<td></td>
<td></td>
<td>Sales Tax</td>
<td>$</td>
<td></td>
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<td>Total Material</td>
<td>$244.70</td>
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<thead>
<tr>
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<th>Qty</th>
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<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1 ea</td>
<td></td>
<td>Foreman</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 ea</td>
<td></td>
<td>Plumber</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 ea</td>
<td></td>
<td>Plumber Helper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 HRS</td>
<td></td>
<td></td>
<td>$105.00</td>
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<td>8 HRS</td>
<td></td>
<td></td>
<td>$240.00</td>
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<tr>
<td>8 HRS</td>
<td></td>
<td></td>
<td>$144.00</td>
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<td>Total</td>
<td>$635.70</td>
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Subcontractor

<table>
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<th>Qty</th>
<th>Amount</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
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</table>

Approved.
4/14/21
**Equipment Rental**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 ea</td>
<td>Foreman Truck</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

**Total:** $45.00

**Total Material:** $244.70

**Total Labor:** $635.70

**Total Equipment Rental:** $45.00

**Total Subcontractor Subtotal:** $925.40

**10% Overhead:** $92.54

**7.5% Profit:** $76.35

**1.0% Bond:** $10.94

**TOTAL:** $1,105.23

Proposal is valid for 45 Days

Thank You,

Andy Page

AP/jm
June 17, 2021

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: North Building Carpet

The following Cost Proposal is for demolition and replacement of the carpet at the North Building Stair and Second Floor,

Time Extension - 14 Calendar Days

Cost as follows:

<table>
<thead>
<tr>
<th>Material</th>
<th>Description</th>
<th>Quantity</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 pick</td>
<td>Dumpster</td>
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<td></td>
<td></td>
<td>$ 850.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sales Tax</td>
<td>$ -</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Total Material</td>
<td>$ 850.00</td>
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<table>
<thead>
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<th>Quantity</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 ea</td>
<td>Supervision - Jonathan NeSmith</td>
<td></td>
<td>10 HRS</td>
<td>$ 350.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0 HRS</td>
<td>$ -</td>
<td></td>
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<td></td>
<td>0 HRS</td>
<td>$ -</td>
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<td></td>
<td></td>
<td></td>
<td>Labor</td>
<td>$ 350.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Labor Tax</td>
<td>$ 105.00</td>
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<td></td>
<td></td>
<td>Total</td>
<td>$ 455.00</td>
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</tbody>
</table>

Subcontractor

- Terry's Contract Flooring
  - North Building - 2nd Floor Carpet
    - $ 8,652.00
  - North Building - 2nd Floor Demo Existing Carpet
    - $ 1,200.00
  - North Building - 2nd Floor Sand Floors for Glue
    - $ 975.00
  - North Building - Stairwell - Demo and Replace Carpet
    - $ 1,500.00

Subcontract Total: $ 12,327.00

6-23-21

Per verbal approval by Eric Larson

Approved: 6/24/21

### Equipment Rental

<table>
<thead>
<tr>
<th>Days</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>0 Days</td>
<td>$</td>
</tr>
<tr>
<td>Days</td>
<td>$</td>
</tr>
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</tr>
<tr>
<td>Days</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Material</td>
<td>$850.00</td>
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<td>Total Labor</td>
<td>$455.00</td>
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<tr>
<td>Total Equipment Rental</td>
<td>$12,327.00</td>
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<tr>
<td>Total Subcontractor</td>
<td>$13,632.00</td>
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<tr>
<td>Subtotal</td>
<td>$13,632.00</td>
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<tr>
<td>10% Overhead</td>
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<tr>
<td>7.5% Profit</td>
<td>$1,124.64</td>
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<tr>
<td>1.0% Bond</td>
<td>$161.20</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$16,281.04</strong></td>
</tr>
</tbody>
</table>

Proposal is valid for 30 Days

Thank You,

John Miller
JM/Jm
Terry’s Contract Flooring
111 W. First Street
Vidalia, GA 30474
(912) 537-2088 FAX (912) 537-7150
terrysflooring@terryschimycontractflooring.com

TO: Project Manger

COMPANY: Copper

DATE: June 17, 2021

PROJECT: Effingham County

The following bid includes material, tax and labor. Quote is based on finish schedule. All areas to receive new material should be smoothed and leveled by the General Contractor. We will perform minor patchwork; small holes, and joints (100lbs max.) Leveling will be priced separately according to amount of work needed. All demolition to be done by the General Contractor. Price includes a standard one-year labor warranty ONLY. General Contractor is responsible for protection of materials after installation. All prices in this bid are good for 45 days. We are not responsible for any caulking. All floor testing to be conducted by contractor. Price does not include cleaning, waxing, grinding, or sealing.

The following price is for the second floor in the north building carpet tiles installed $8,652.00.

Demo the carpet north side $1,200.00.

Sand the floor for the glue $975.00.

The stairs on the north end carpet will be 12 ft goods Material, labor and demo of steps $1,500.00.

*** If we are awarded this subcontract, an executed copy of this attachment. must be made a part of the body of the subcontract agreement.

Thank you,

Terry Edmonds
August 6, 2021

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No.: 21-005

Re: Security Camera Wiring

The following Cost Proposal is for data cable drops for IP Cameras

Zero day extension.
EWL

<table>
<thead>
<tr>
<th>Time Extension: 14 Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost as follows:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Material</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td></td>
</tr>
<tr>
<td>Sales Tax</td>
<td></td>
</tr>
<tr>
<td>Total Material</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Labor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervision - Jonathan NeeSmith</td>
<td></td>
</tr>
<tr>
<td>10 HRS</td>
<td>350.00</td>
</tr>
<tr>
<td>0 HRS</td>
<td></td>
</tr>
<tr>
<td>0 HRS</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Counts Communications</td>
<td>15 Data Drops for IP Cameras</td>
</tr>
<tr>
<td>$ 2,784.00</td>
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Subcontract Total

$ 2,784.00
### Equipment Rental

<table>
<thead>
<tr>
<th>Days</th>
<th>$</th>
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</thead>
<tbody>
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<td>0</td>
<td></td>
</tr>
<tr>
<td>Days</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Material</td>
<td>$455.00</td>
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<tr>
<td>Total Labor</td>
<td>$2,784.00</td>
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<tr>
<td>Total Equipment Rental</td>
<td>$3,239.00</td>
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<tr>
<td>Total Subcontractor</td>
<td>$323.90</td>
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<tr>
<td>10% Overhead</td>
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<td>7.5% Profit</td>
<td>$267.22</td>
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<tr>
<td>1.0% Bond</td>
<td>$38.30</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$3,668.42</strong></td>
</tr>
</tbody>
</table>

Proposal is valid for 30 Days

Thank You,

[Signature]

John Miller
JM/JM

Approved w/o time extension.
0/9/21

[Signature]
# Proposal

**ADDRESS**  
Copper Construction Company, Inc  
410 McIntosh Street  
Vidalia, GA  30474

**SHIP TO**  
Copper Construction Company, Inc  
410 McIntosh Street  
Vidalia, GA  30474

**PROPOSAL #** 1888  
**DATE** 07/27/2021

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parts, Project to add 15 data cable drops for IP cameras</td>
<td>1</td>
<td>1,200.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>Labor</td>
<td>1</td>
<td>1,500.00</td>
<td>1,500.00</td>
</tr>
</tbody>
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<p>| | | | |</p>
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<tbody>
<tr>
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<td>2,700.00</td>
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<td>TAX (7%)</td>
<td></td>
<td>84.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td><strong>$2,784.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Accepted By  

Accepted Date
February 14, 2022

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: Final Change Order

The following Cost Proposal is for additional work requested by Effingham County

Time Extension - 90 Calendar Days

Cost as follows:

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<thead>
<tr>
<th>Material Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Two New Rooms at Room 209</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>60 ea 2 x 4 x 10 studs</td>
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<td></td>
<td></td>
<td>$879.00</td>
</tr>
<tr>
<td>2 ea 2 x 6 x 10 Headers</td>
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<td></td>
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<td>$41.04</td>
</tr>
<tr>
<td>10 lb 3&quot; Wood Screws</td>
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<td></td>
<td></td>
<td>$39.98</td>
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<td>12 ea 4 x 12 x 5/8&quot; Gypsum Board</td>
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<td></td>
<td></td>
<td>$219.36</td>
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<td>1 bxt Joint Compound</td>
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<td></td>
<td>$16.78</td>
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<td>1 roll Tape</td>
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<td></td>
<td>$2.37</td>
</tr>
<tr>
<td>10 lb 1 1/4&quot; Sheetrock Screws</td>
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<td></td>
<td></td>
<td>$24.98</td>
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<tr>
<td>1 ea Corner Bead - 10'</td>
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<td></td>
<td></td>
<td>$3.58</td>
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<td>2 ea Return Grilles</td>
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<td>2 ea Data Boxes</td>
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<td>$9.30</td>
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<td>20 if 1&quot; EMT Conduit</td>
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<td>$42.00</td>
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<td></td>
<td>$9.30</td>
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<td></td>
<td>$3.69</td>
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<tr>
<td>2 ea Switches (Occupancy Sensor)</td>
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<td></td>
<td></td>
<td>$7.28</td>
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<tr>
<td>100 if MC Cable 12-2</td>
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<td>$90.00</td>
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<tr>
<td>40 if 3/4&quot; EMT Conduit - Red</td>
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<td>$175.16</td>
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<tr>
<td>4 ea boxes</td>
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<td>$18.60</td>
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<tr>
<td>1 ea Plaster Ring</td>
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<td></td>
<td></td>
<td>$1.83</td>
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<tr>
<td>4 ea 3/4&quot; EMT Connectors</td>
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<td>2 ea Box Covers</td>
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<td>3 ea 3/4&quot; EMT Couplings</td>
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<td>$1.50</td>
</tr>
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<td>10 ea MC Cable Connectors</td>
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<td>20 ea MC Cable Straps</td>
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<td>40 if MC Cable 12-3</td>
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<td>$62.00</td>
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<tr>
<td>2 bags Insulation</td>
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<tr>
<td>1 ea Flat Tap - 10&quot; Round</td>
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<tr>
<td>2 ea 10&quot; 90 Degree</td>
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<td>$30.00</td>
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<td>10 if 10&quot; Round Duct</td>
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<td>1 ea 10-8 Reducer</td>
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<td>$10.00</td>
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<td>1 ea 8&quot; Saddle Tap</td>
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<td>50 if Duct Insulation</td>
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<td>$37.50</td>
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<tr>
<td>2 rolls Foil Tape</td>
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<td></td>
<td>$25.00</td>
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<tr>
<td>Rescrew Subfloor on Second Floor South Building</td>
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<td></td>
<td></td>
<td>$114.02</td>
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<tr>
<td>3&quot; Exterior Wood Screws</td>
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<td></td>
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<tr>
<td>Repair Crack in Concrete Slab</td>
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<td>1 ea Concrete Repair Kit</td>
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<td>1 ea 4 1/2&quot; Turbo Blade</td>
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<td>1 ea Stainless Steel Brush</td>
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<td>$25.56</td>
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<td>Paint Additional Rooms</td>
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<td>$719.70</td>
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<td>15 gal Paint</td>
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<td>$8.36</td>
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<td>2 ea Rollers</td>
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<td>16 ea Naps</td>
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<td>2 bags Rags</td>
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<td>1 roll Plastic</td>
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Item XI. 9.
Copy Room 308

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<tr>
<td>20 ea</td>
<td>2 x 4 x 10 studs</td>
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<td>10 lbs</td>
<td>3&quot; Wood Screws</td>
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<td>5 shts</td>
<td>4 x 12 x 5/8&quot; Gypsum Board</td>
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<td>10 lbs</td>
<td>1 1/4&quot; Sheetrock Screws</td>
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<td>1 bkl</td>
<td>Joint Compound</td>
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<td>1 roll</td>
<td>Tape</td>
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<tr>
<td>20 lf</td>
<td>Corner Bead - 10'</td>
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Room 304 Add Power and Data Drop

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<tr>
<td>10 lf</td>
<td>MC Cable 12-2</td>
<td></td>
<td></td>
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<td>1 ea</td>
<td>Cut In Box</td>
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<tr>
<td>1 set</td>
<td>F-Clips</td>
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<td></td>
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<tr>
<td>1 ea</td>
<td>Receptacle Cover</td>
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<td></td>
<td>$0.47</td>
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<tr>
<td>6 ea</td>
<td>MC Cable Straps</td>
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<td>$1.14</td>
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Room 118 Power Pole Installation - Power Pole Provided by OWNER

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<tr>
<td>150 lf</td>
<td>MC Cable 12-2</td>
<td></td>
<td></td>
<td>$135.00</td>
</tr>
<tr>
<td>6 ea</td>
<td>MC Cable Connectors</td>
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<tr>
<td>30 ea</td>
<td>MC Cable Straps</td>
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<tr>
<td>2 ea</td>
<td>Duplex Receptacles</td>
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<td></td>
<td>$3.69</td>
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<td>6 ea</td>
<td>Duplex Receptacle Covers</td>
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Conference Room Lights

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<tr>
<td>1 ls</td>
<td>Lights</td>
<td></td>
<td></td>
<td>$1,899.90</td>
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<td>1 ea</td>
<td>Window Frame - See Below</td>
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<td>$100.00</td>
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Additional Data Drops - Room 215

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<tbody>
<tr>
<td>2 ea</td>
<td>Box</td>
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<td>$9.30</td>
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<td>20 lf</td>
<td>3/4&quot; EMT Conduit</td>
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<td>$87.58</td>
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Repair Existing Hole in Second Floor Subfloor

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<tbody>
<tr>
<td>25 ea</td>
<td>2&quot; Screws</td>
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<td></td>
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Material

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</thead>
<tbody>
<tr>
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<td></td>
<td>$6,137.28</td>
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Labor Tax

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<tbody>
<tr>
<td>Labor</td>
<td></td>
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<td>$3,858.36</td>
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Total

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<tr>
<td></td>
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<td>$15,556.36</td>
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Item XI. 9.

Subcontract Total

$ 22,745.52
### Equipment Rental

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<th>Item</th>
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<th>Price</th>
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<tbody>
<tr>
<td>Superintendent Truck</td>
<td>9 Days</td>
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<tr>
<td>Electrical Supervisor Truck</td>
<td>3 Days</td>
<td>$135.00</td>
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<tr>
<td>Insulator Truck</td>
<td>1 Days</td>
<td>$45.00</td>
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<tr>
<td>HVAC Mechanic Truck</td>
<td>2 Days</td>
<td>$90.00</td>
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<tr>
<td>Painter Truck</td>
<td>11 Days</td>
<td>$495.00</td>
</tr>
<tr>
<td>Small Tools</td>
<td>1 LS</td>
<td>$1,000.00</td>
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**Total** $2,170.00

**Total Material** $6,137.28
**Total Labor** $15,550.36
**Total Equipment Rental** $2,170.00
**Total Subcontractor** $22,745.52
**Subtotal** $46,603.16

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<tbody>
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<td>10% Overhead</td>
<td>$4,660.32</td>
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<tr>
<td>7.5% Profit</td>
<td>$51,263.48</td>
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<tr>
<td>1.0% Bond</td>
<td>$3,944.76</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$55,659.32</strong></td>
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Proposal is valid for 30 Days

Thank You,

John Miller
JM/jm
Staff Report

Subject: Construction Contract for ITB 22-25-008 for 2021 FDRE road resurfacing project

Author: Eric Larson, Assistant County Manager

Department: Public Works/Roads

Meeting Date: May 17, 2022

Item Description: Approval to award a contract for the 2021 FDRE road resurfacing project expenditures.

Summary Recommendation: Staff recommends approval of Contract 22-25-008 to Ranger Construction for the 2021 FDRE road resurfacing project.

Executive Summary/Background:
- On June 15, 2021, the County contracted with Roberts Civil Engineering to prepare the design and construction management of the ash base road full depth reclamation with asphalt emulsion (FDRE) project. Contract for design is $449,285.00.
- On February 23, 2022, staff posted an ITB 22-25-008 for 2021 FDRE road resurfacing project for an estimated 20 miles of ash base road FDRE, chip-seal resurfacing, traffic signs, pavement markings, and as-needed drainage repairs at various locations around unincorporated Effingham County. The locations include all or portions of Courthouse Rd. Ext., Archer Rd., Bethany Rd., Bird Rd., Clark Rd., Corinth Church Rd., Floyd Ave. Old Augusta Road North, Old Dixie Hwy. South, Whitaker Rd., Mt. Pleasant Rd., and Scuffletown Rd. An alternate to resurface with hot mixed asphalt (HMA) was also requested.
- TSPLOST funding is $7,534,353.50 for both design and construction.
- The ITB was posted to the County website, sent to 100 contacts in Vendor Registry, and the Georgia DOAS website (over 787 vendors / 1,256 contacts combined).
- A mandatory Pre-Bid meeting was held on March 21, 2022. 11 participants representing 8 potential bidding companies attended.
- Bids were due on April 18, 2022. The County did not receive any bids.
- With no bids, the County staff entered into negotiations with the most qualified contractor among the registered bidders, Ranger Construction.
- Ranger Construction has submitted a quote for all roads included in the bid package in the amount of $15,485,303.00. Available funding is $7,085,068.50.
- Staff will continue to work with Ranger Construction to determine a prioritization of the FDR project roads to meet available funding.

Alternatives for Commission to Consider
1. Approval of Contract 22-25-008 to Ranger Construction in the amount of $7,085,068.50, to implement to list of project roads presented at the May 17th BOC meeting.
2. Approval of Contract 22-25-008 to Ranger Construction in the amount of $18,485,302.65.
3. Take no action – Rebid or cancel project.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Purchasing, Finance, Asst. County Manager

Funding Source: 2020 TSPLOST Funds

Attachments:
1. Bid proposal from Ranger Construction.
## Bid Proposal

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Bid Total</th>
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<tr>
<td>20</td>
<td>Submittals</td>
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<td>PreConstruction Personnel Training (PPT)</td>
<td>1.000</td>
<td>LS</td>
<td>1,730.00</td>
<td>1,730.00</td>
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<td>40</td>
<td>Traffic and Safety Control</td>
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<td>LS</td>
<td>23,400.00</td>
<td>23,400.00</td>
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<td>50</td>
<td>Mobilization and Demobilization</td>
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<td>LS</td>
<td>91,500.00</td>
<td>91,500.00</td>
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<td>60</td>
<td>18&quot; RCP Driveway drain (LF)</td>
<td>16.000</td>
<td>LF</td>
<td>187.70</td>
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<td>70</td>
<td>6&quot; FDR Treatment Mix 1</td>
<td>13,222.00</td>
<td>SY</td>
<td>6.50</td>
<td>85,943.00</td>
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<td>80</td>
<td>FDR Emulsion Mix 1 (3.4 gal/SY)</td>
<td>45,854.00</td>
<td>GAL</td>
<td>6.15</td>
<td>282,002.10</td>
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<td>90</td>
<td>Construction Material Testing (CMT) and Quality Co</td>
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<td>LS</td>
<td>8,810.00</td>
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<td>100</td>
<td>MC-70 Bituminous Primer with Sand</td>
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<td>Double Surface Treatment w/ #7, 89 and sand seal (</td>
<td>12,618.00</td>
<td>SY</td>
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<td>120</td>
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<td>5&quot; Solid Traffic Stripe-Yellow (High Build)</td>
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<td>GLF</td>
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<td>Stop Sign to include post</td>
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<td>EA</td>
<td>300.00</td>
<td>600.00</td>
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<td>Speed Limit Sign to include post</td>
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<td>Sanitary Facilities</td>
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<td>180.00</td>
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<td>230</td>
<td>Removal of Unsuitable Subgrade</td>
<td>23.000</td>
<td>CY</td>
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<td>240</td>
<td>Remove and Dispose of Fly Ash Subbase</td>
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<td><strong>$673,378.75</strong></td>
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### BID PROPOSAL

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## BID PROPOSAL

### Effingham County

**Bid Total**

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**Bethany Base Total**

$1,079,405.60

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## Bid Proposal

**Effingham County**

**Bird Rd. Base Bid**

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**Bird Base Total**

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**Bird Rd. Alternate**
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## Bid Proposal

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**Corinth Church Base Total** $3,294,668.85
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## BID PROPOSAL

**Effingham County**

### Courthouse Rd. Base Bid

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**Courthouse Base Total**

$934,630.05

### Courthouse Rd. Alternate

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**Courthouse Alternate Total**

$192,853.45

**Courthouse Base & Alternate Total**

$1,127,483.50
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## BID PROPOSAL

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## Bid Proposal

**Effingham County 220419-2**

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**Old Augusta 2 Base Total**

$3,053,210.70

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**Old Augusta 2 Alternate**

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# BID PROPOSAL

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### Old Dixie Rd. Alternate

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201
## BID PROPOSAL

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**Scuffletown Base Total**

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**Scuffletown Rd. Alternate**

$777,751.55
## BID PROPOSAL

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## Bid Proposal

### Whitaker Rd. Base Bid

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4010</td>
<td>Submittals</td>
<td>1.000</td>
<td>LS</td>
<td>877.50</td>
<td>877.50</td>
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<td>4020</td>
<td>PreConstruction Personnel Training (PPT)</td>
<td>1.000</td>
<td>LS</td>
<td>1,730.00</td>
<td>1,730.00</td>
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<td>4030</td>
<td>Traffic and Safety Control</td>
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<td>LS</td>
<td>23,400.00</td>
<td>23,400.00</td>
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<td>4040</td>
<td>Mobilization and Demobilization</td>
<td>1.000</td>
<td>LS</td>
<td>79,000.00</td>
<td>79,000.00</td>
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<tr>
<td>4050</td>
<td>24&quot; RCP Cross Drain (LF)</td>
<td>96.000</td>
<td>LF</td>
<td>231.10</td>
<td>22,185.60</td>
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<tr>
<td>4060</td>
<td>18&quot; RCP Driveway drain (LF)</td>
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<td>LF</td>
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<td>4070</td>
<td>6&quot; FDR Treatment Mix 1</td>
<td>13,437.00</td>
<td>SY</td>
<td>6.50</td>
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<tr>
<td>4080</td>
<td>FDR Emulsion Mix 1 (3.4 gal/SY)</td>
<td>46,601.00</td>
<td>GAL</td>
<td>1.25</td>
<td>286,596.15</td>
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<td>4090</td>
<td>Construction Material Testing (CMT) and Quality Co</td>
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<td>LS</td>
<td>8,960.00</td>
<td>8,960.00</td>
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<td>4100</td>
<td>MC-70 Bituminous Primer with Sand</td>
<td>13,437.00</td>
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<td>1.25</td>
<td>16,796.25</td>
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<tr>
<td>4110</td>
<td>Double Surface Treatment w/ #7, 89 and sand seal</td>
<td>12,811.00</td>
<td>SY</td>
<td>8.00</td>
<td>102,488.00</td>
</tr>
<tr>
<td>4120</td>
<td>Cut New Ditch (to include hauling and removal of)</td>
<td>9.000</td>
<td>CY</td>
<td>63.80</td>
<td>574.20</td>
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<td>Deepen Existing Ditch (to include hauling and removal of)</td>
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<td>CY</td>
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<td>4140</td>
<td>Clear/Mow Ditches</td>
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<td>Shoulder Clipping and Grading</td>
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<td>AC</td>
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<td>4160</td>
<td>5&quot; Solid Traffic Stripe- Yellow (High Build)</td>
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<td>LF</td>
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<td>4170</td>
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<td>4180</td>
<td>5&quot; Skip Traffic Stripe- Yellow (High Build)</td>
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<td>GLF</td>
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<td>4190</td>
<td>24&quot; Stop Bar (High Build)</td>
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<td>EA</td>
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<td>4200</td>
<td>Turf Establishment</td>
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<td>AC</td>
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<td>4210</td>
<td>Temporary Grassing</td>
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<td>4220</td>
<td>Stop Sign to include post</td>
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<td>Speed Limit Sign to include post</td>
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<td>Removal of Unsuitable Subgrade</td>
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<td>4260</td>
<td>Remove and Dispose of Fly Ash Subbase</td>
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<td>Flush Driveway Pipes</td>
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<td>Property Protection</td>
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<td>LS</td>
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### Whitaker Base Total

| Whitaker Base Total | $723,363.95 |

### Whitaker Rd. Alternate

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Bid Total</th>
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<tbody>
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<td>4310</td>
<td>Single Surface Treatment (Chip Seal), stone size #</td>
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<td>3.45</td>
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*Item XI. 10.*
### BID PROPOSAL

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<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Bid Total</th>
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</thead>
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<tr>
<td>4320</td>
<td>Double Surface Treatment w/ #7, 89 and sand seal (</td>
<td>-12,811.000</td>
<td>SY</td>
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<td>-102,488.00</td>
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<tr>
<td>4330</td>
<td>2&quot; Asphalt Surface Course 12.5 mm Superpave</td>
<td>1,409.000</td>
<td>TN</td>
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<td><strong>Bid Total</strong></td>
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<td><strong>$18,485,302.65</strong></td>
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Staff Report

Subject: Construction Contract for ITB 22-25-009 for 2020 TSPLOST Intersection – Kolic Helmey at SEES project
Author: Eric Larson, Assistant County Manager
Department: Public Works/Roads
Meeting Date: May 17, 2022
Item Description: Approval to award a contract for construction for the 2020 TSPLOST Intersection – Kolic Helmey at SEES project.

Summary Recommendation: Staff recommends approval of Contract 22-25-009 with a qualified construction contractor for the 2020 TSPLOST Intersection – Kolic Helmey at SEES project.

Executive Summary/Background:
- On December 7, 2021, the County contracted with Roberts Civil Engineering to prepare the design and construction management of the 2020 TSPLOST intersections project. Contract for design is $742,423.00.
- On April 14, 2022, staff posted an ITB 22-25-009 for 2020 TSPLOST intersections project for the first bid package for one (1) of the ten (10) intersections.
- TSPLOST funding is $6,090,900 for both design and construction of the intersection.
- Budget for this intersection is $750,300 for construction.
- The ITB was posted to the County website, sent to 254 contacts in Vendor Registry, and the Georgia DOAS website (over 862 vendors / 1,363 contacts combined).
- A mandatory Pre-Bid meeting was held on April 27, 2022. 6 participants representing 4 potential bidding companies attended.
- Bids will be received and opened on May 16, 2022.
- Staff will review the submittals and recommend an award of Contract 22-25-009 at the May 17, 2022 regular Board of Commissioner’s meeting
- The standard agreement will be reviewed and approved to form by the County Attorney before signing.

Alternatives for Commission to Consider
1. Approval of Contract 22-25-009 with the recommended contractor in the amount of their low and qualified bid for 2020 TSPLOST Intersection – Kolic Helmey at SEES project.
2. Take no action – Rebid or cancel project. The turn lanes will not be built during the 2022 summer school break.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, Finance, Asst. County Manager

Funding Source: 2020 TSPLOST Funds
Attachments: 1. Bid Tab and Agreement pending May 16th bid opening
Staff Report

Subject: Savannah Portside International Park (SPIP) entrance road dedication
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: May 17, 2022
Item Description: Approve a right-of-way dedication for Savannah Portside International Parkway, the entrance road to the SPIP Park off of Old River Road.

Summary Recommendation:
Originally platted as private rights-of-ways and access easements in PB 28 PG 882, the Effingham County Industrial Development Authority is requesting the County accept the road and associated drainage as public rights-of-way.

Executive Summary/Background:
- Savannah Portside International Parkway is described in PB 28 PG 882 and referenced in the warranty deed.
- The road has been built to county standards and is complete. It has been inspected by the County Engineer and found to be in good condition.
- Upon acceptance, the County will own and maintain the road and associated drainage

Alternatives for Commission to Consider
1 - Approve the dedication of right-of-way as described on PB 28 PG 882 and the warranty deed.
2 – Take no action and request more information.
3 - Deny. The road will remain privately owned and maintained by the ECIDA.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: No funds requested.

Attachments: 1) Draft Warranty Deed.
2) PB 28 PG 882
STATE OF GEORGIA  
COUNTY OF EFFINGHAM  

WARRANTY DEED

THIS INDENTURE made this ___ day of April, 2022, by and between the EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a constitutional authority of the State of Georgia, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words “Grantor” and “Grantee” to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) in hand paid, at and before the sealing and delivery of these presents, the Grantee’s acceptance of the below described dedication, and other good and valuable consideration, the receipt of which is hereby acknowledged, subject to the Easements described below, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described roadways:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, STATE OF GEORGIA, AND BEING SHOWN AND DEPICTED AS A "PROPOSED VARIABLE ACCESS & UTILITY EASEMENT" AND A "PROPOSED 100' ACCESS & UTILITY EASEMENT" ON THAT "MINOR SUBDIVISION PLAT OF SAVANNAH PORTSIDE INTERNATIONAL PARK, PHASE 1", PREPARED FOR THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, BY THOMAS & HUTTON, DATED AUGUST 25, 2020, RECORDED IN PLAT BOOK 28, PAGE 882, EFFINGHAM COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.
Grantor further conveys all right, title and interest in and to the drainage improvements and all water lines and mains and water systems within the rights of way of these roads and the Grantee shall maintain, repair and replace such roads, drainage facilities, water lines, water mains and water systems as a part of the street and road system of the Grantee. Such roads shall be used exclusively for street and roadway purposes, with Grantee acknowledging its acceptance of the dedication of such improvements in accordance with Georgia law, and Grantor shall hereafter be relieved of any and all further obligations for maintaining, repairing and replacing any such improvements following the date hereof.

Subject to the Easements described below, this deed is given to dedicate the described roads and related infrastructure to Grantee.

TO HAVE AND TO HOLD said roads and infrastructure, subject to the Easements described below, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

EASEMENTS. Grantor hereby makes this indenture subject to the recorded easements more particularly described on Exhibit “B” attached hereto and made a part hereof by this reference (the “Easements”).

AND THE SAID Grantor will warrant, subject to the Easements, and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a constitutional authority of the State of Georgia

By: Brandt Herndon, its CEO

Attest: Debbie Trowell, its Assistant Secretary

[Signatures continue on following page]
ACCEPTED AND AGREED TO THIS _____ DAY OF APRIL, 2022.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: ______________________________________
   Wesley Corbitt
   Chairman

ATTEST: ____________________________________
   Stephanie Johnson
   Effingham County Clerk

Signed, sealed and delivered in the presence of:

__________________________________________
Witness

__________________________________________
Notary Public
EXHIBIT “A”

Proposed Variable Access & Utility Easement

10.462 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, STATE OF GEORGIA, AND BEING SHOWN AND DEPICTED AS A "PROPOSED VARIABLE ACCESS & UTILITY EASEMENT" ON THAT "MINOR SUBDIVISION PLAT OF SAVANNAH PORTSIDE INTERNATIONAL PARK, PHASE 1", PREPARED FOR THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, BY THOMAS & HUTTON, DATED AUGUST 25, 2020, RECORDED IN PLAT BOOK 28, PAGE 882, EFFINGHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT OF WAY MONUMENT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF OLD RIVER ROAD (A PUBLIC VARIABLE RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 16 WEST-BOUND OFF-RAMP (A LIMITED ACCESS VARIABLE RIGHT OF WAY); THENCE DEPARTING SAID INTERSTATE 16 RIGHT OF WAY LINE AND CONTINUING ALONG AFORESAID OLD RIVER ROAD RIGHT OF WAY LINE N 23°07'43" E A DISTANCE OF 231.07 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE N 23°07'43" E A DISTANCE OF 9.98 FEET TO A 5/8" IRON REBAR; THENCE N 11°33'58" E A DISTANCE OF 306.42 FEET TO A 5/8" IRON REBAR; THENCE 420.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,642.39 FEET, A CHORD BEARING OF N 04°13'38" E AND A CHORD DISTANCE OF 419.59 FEET TO A 5/8" IRON REBAR; THENCE S 87°03'53" W A DISTANCE OF 20.05 FEET TO A 5/8" IRON REBAR; THENCE 63.88 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF 04°08'51" W AND A CHORD DISTANCE OF 63.87 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT; THENCE CONTINUING ALONG SAID OLD RIVER ROAD RIGHT OF WAY WITH A COMPOUND CURVE 177.67 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF 08°48'56" W AND A CHORD DISTANCE OF 177.56 FEET TO A 5/8" IRON REBAR LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE NORTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT AND ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID OLD RIVER ROAD RIGHT OF WAY AND CONTINUING ALONG SAID ACCESS & UTILITY EASEMENT LINE N 75°00'25" E A DISTANCE OF 235.97 FEET TO A 5/8" IRON REBAR; THENCE N 25°20'02" E A DISTANCE OF 102.26
FEET TO A 5/8" IRON REBAR; THENCE N 71°32'20" E A DISTANCE OF 447.90 FEET TO
A 1/2" IRON REBAR; THENCE S 69°28'00" E A DISTANCE OF 167.42 FEET TO A 3/4" IRON
PIPE; THENCE N 75°03'30" E A DISTANCE OF 824.63 FEET TO A 3/4" IRON PIPE; THENCE
24.07 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A
RADIUS OF 1,250.00 FEET, A CHORD BEARING OF N 75°36'35" E AND A CHORD
DISTANCE OF 24.07 FEET TO A 3/4" IRON PIPE; THENCE WITH A COMPOUND CURVE
920.43 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A
RADIUS OF 1,250.00 FEET, A CHORD BEARING OF S 82°44'38" E AND A CHORD
DISTANCE OF 899.78 FEET TO A 3/4" IRON PIPE; THENCE S 61°38'57" E A DISTANCE
OF 341.48 FEET TO A 3/4" IRON PIPE; THENCE S 28°40'02" W A DISTANCE OF 100.00
FEET TO A 3/4" IRON PIPE; THENCE N 61°38'57" W A DISTANCE OF 340.92 FEET TO A
3/4" IRON PIPE; THENCE 868.94 FEET ALONG THE ARC OF A CURVE TURNING TO THE
LEFT, HAVING A RADIUS OF 1,150.00 FEET, A CHORD BEARING OF N 83°17'44" W AND
A CHORD DISTANCE OF 848.41 FEET TO A 3/4" IRON PIPE; THENCE S 75°04'13" W A
DISTANCE OF 545.39 FEET TO A 3/4" IRON PIPE; THENCE S 14°55'47" E A DISTANCE
OF 109.75 FEET TO A 5/8" IRON REBAR; THENCE S 75°40'35" W A DISTANCE OF 554.76
FEET TO A 3/4" IRON PIPE; THENCE S 77°48'46" W A DISTANCE OF 326.53 FEET TO A
5/8" IRON REBAR; THENCE S 77°46'33" W A DISTANCE OF 60.14 FEET TO A 5/8" IRON
REBAR; THENCE S 75°03'30" W A DISTANCE OF 242.70 FEET TO A 3/4" IRON PIPE
LOCATED ON THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID OLD RIVER
ROAD; THENCE 177.67 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT,
HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 08°48'56" W AND A
CHORD DISTANCE OF 177.56 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT
OF BEGINNING, HAVING AN AREA OF 455,725 SQUARE FEET OR 10.462 ACRES OF
LAND.

Proposed 100’ Access & Utility Easement

6.695 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING
IN THE 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, STATE OF GEORGIA, AND
BEING SHOWN AND DEPICTED AS A "PROPOSED 100' ACCESS & UTILITY
EASEMENT" ON THAT "MINOR SUBDIVISION PLAT OF SAVANNAH PORTSIDE
INTERNATIONAL PARK, PHASE 1", PREPARED FOR THE EFFINGHAM COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY, BY THOMAS & HUTTON, DATED
AUGUST 25, 2020, RECORDED IN PLAT BOOK 28, PAGE 882, EFFINGHAM COUNTY
RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT OF WAY MONUMENT LOCATED AT THE
INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF OLD RIVER ROAD (A
PUBLIC VARIABLE RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY LINE OF
INTERSTATE 16 WEST-BOUND OFF-RAMP (A LIMITED ACCESS VARIABLE RIGHT OF WAY); THENCE DEPARTING SAID INTERSTATE 16 RIGHT OF WAY LINE AND CONTINUING ALONG AFORESAID OLD RIVER ROAD RIGHT OF WAY LINE N 23°07'43" E A DISTANCE OF 231.07 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE N 23°07'43" E A DISTANCE OF 9.98 FEET TO A 5/8" IRON REBAR; THENCE N 11°33'58" E A DISTANCE OF 306.42 FEET TO A 5/8" IRON REBAR; THENCE 420.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,642.39 FEET, A CHORD BEARING OF N 04°13'38" E AND A CHORD DISTANCE OF 419.59 FEET TO A 5/8" IRON REBAR; THENCE S 87°03'53" W A DISTANCE OF 20.05 FEET TO A 5/8" IRON REBAR; THENCE 63.88 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 04°08'51" W AND A CHORD DISTANCE OF 63.87 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT; THENCE CONTINUING ALONG SAID OLD RIVER ROAD RIGHT OF WAY WITH A COMPOUND CURVE 177.67 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 08°48'56" W AND A CHORD DISTANCE OF 177.56 FEET TO A 5/8" IRON REBAR LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE NORTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT; THENCE LEAVING SAID OLD RIVER ROAD RIGHT OF WAY AND CONTINUING ALONG SAID ACCESS & UTILITY EASEMENT LINE N 75°00'25" E A DISTANCE OF 235.97 FEET TO A 5/8" IRON REBAR; THENCE N 25°20'02" E A DISTANCE OF 102.26 FEET TO A 1/2" IRON REBAR FOUND; THENCE N 71°32'20" E A DISTANCE OF 447.90 FEET TO A 1/2" IRON REBAR; THENCE S 69°28'00" E A DISTANCE OF 167.42 FEET TO A 3/4" IRON PIPE; THENCE N 75°03'30" E A DISTANCE OF 824.63 FEET TO A 3/4" IRON PIPE; THENCE 24.07 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET, A CHORD BEARING OF N 75°36'35" E AND A CHORD DISTANCE OF 24.07 FEET TO A 3/4" IRON PIPE; THENCE WITH A COMPOUND CURVE 920.43 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET, A CHORD BEARING OF S 82°44'38" E AND A CHORD DISTANCE OF 899.78 FEET TO A 3/4" IRON PIPE; THENCE S 61°38'57" E A DISTANCE OF 341.48 FEET TO A 3/4" IRON PIPE LOCATED AT THE END OF AFORESAID VARIABLE ACCESS & UTILITY EASEMENT LINE, ALSO BEING THE POINT OF BEGINNING,

1. Roadway, Drainage and Construction Easement Agreement recorded in Deed Book 2622, Page 048, Effingham County, Georgia records.

2. Easement Agreement recorded in Deed Book 2683, Page 330, aforesaid records.

3. Roadway Detention Pond Easement Agreement recorded in Deed Book 2764, Page 647, aforesaid records.


5. Perpetual Easement recorded in Deed Book 2448, Page 936, aforesaid records.
Staff Report

Subject: Engineering consultant contract for the 2022 Stormwater Masterplan
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: May 17, 2022
Item Description: Consideration to award an engineering consultant contract for the 2022 Stormwater masterplan project

Summary Recommendation: Staff recommends awarding the consultant contract to Pond and Company for the 2022 Stormwater Masterplan

Executive Summary/Background:
- An RFP was sent to six (6) IDC Engineering Consultants requesting proposals for the stormwater masterplan. Four (4) firms attended the mandatory pre-proposal conference and registered as bidders.
- Proposals were received from three (3) firms:
  - Alliance Consulting Engineers, Inc: NTE $270,000
  - Pond and Company: NTE $220,600
  - W.K. Dickson: NTE $871,640
  - Thomas and Hutton: Withdraw and did not submit a proposal

Alternatives for Commission to Consider
1. Award an engineering consultant contract to Pond and Company for the 2022 Stormwater Masterplan Project for a NTE Total of $220,600.00
2. Take no action – request additional information
3. Deny – The Coastal Incentive Grant for the Stormwater Masterplan will have to be returned to the State.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, Asst. County Manager/County Engineer, Director of Development Services, Finance
Funding Source: CIG Grant, Public Works special tax district
Attachments:
1. Pond Proposal
2. NTP for contract to Pond and Company
RFP No. 22-005

Stormwater Master Plan

Effingham County Board of Commissioners

April 28, 2022 - 11:00 am
RFP No. 22-005

Stormwater Master Plan

Effingham County Board of Commissioners

April 28, 2022 - 11:00 am
April 28, 2022

Effingham County Purchasing Department
Attn: Alison Bruton, Purchasing Agent
804 S Laurel Street
Springfield, Georgia 31329

RE: Stormwater Master Plan | RFP No. 22-005

Dear Ms. Bruton and Members of the Selection Committee:

We are pleased to submit our proposal to Effingham County for the Stormwater Master Plan. Our specialized experience provides the County a professional engineering firm with a proven track record and over 56 years of municipal on-call experience. Pond is the best value, best suited, and best technical team for this important project and it is our sincere desire to be a valuable partner to Effingham County for this work. Pond’s stability, experience, depth, and unique use of technology will deliver a successful project.

This contract will be led by Chris Fagerstrom, PE, who brings an unparalleled understanding of successfully managing similar projects. We present a comprehensive team to help the County develop the County’s Stormwater Master Plan to update, replace and expand upon existing plans, studies, and policies. Our goal is to provide you with a working document for the County’s stormwater infrastructure to (1) support residential, commercial and industrial activities of the County, (2) efficiently coordinate Capital Improvement Projects, and (3) prepare for an expansion of the Municipal Separate Storm Sewer System (MS4) program.

Our robust team of in-house professionals includes all the disciplines required to complete the requested services to the County including stormwater engineers, environmental engineers, hydrology and hydraulics experts, certified floodplain managers, stormwater inventory and GIS experts, permitting experts, and public involvement specialists. This diversity of experience and bandwidth will allow us to tackle the scope of services listed in the RFP as well as provide many other services should the County need additional support.

We excel at long term, trusted partnerships with our local government clients that are proven by our length of service to many Georgia communities. At Pond, our vision is to be your trusted advisor for this project. Pond is excited about the opportunity to continue to be a trusted partner to Effingham County and look forward to our shared success. We are confident our team brings the right combination of resources, capabilities, and capacity to address Effingham County’s needs. If you have any questions or require further explanation on the information contained herein, please do not hesitate to contact us.

Sincerely,

Pond & Company

Chris Fagerstrom, PE
Associate Principal | Director of Water Resources
Project Manager

Melissa Phillips
Business Development Manager
Client Liaison
Project Approach | Scope of Services

Pond’s initial task will be to coordinate with Effingham County staff to review available information and establish the project study area. The scope of work below has been developed under the assumption that the data collection and modeling effort will be focused on the primary stormwater basins and drainage system in the southern developed portion of the County.

Task 1 Evaluation and Review Data

Effingham County encompasses over 483 square miles with numerous subdivisions and three cities in the southern portion of the County. Based on the sample statistic provided in Question 12 of Addendum 1, there could potentially be tens of thousands of data collection points needed to develop a complete inventory of the County’s municipal stormwater collection system. To attempt to meet the budget and time constraints of this project, Pond is proposing to only collect the data necessary to develop the watershed model described in Task 2. The budget for this task is based on 30 days of field collection and 9 days of priority record drawing digitization. We anticipate that the budget will allow for the collection of approximately 800 features. If the County requests additional field collection or digitization services, Pond will provide on an as-needed hourly basis in accordance with the hourly rates previously agreed upon and approved by the County. The following presents a detailed breakdown of the scope of work for Task 1.

Pond’s Geospatial Team will evaluate and review Effingham County’s currently available GIS (Geographic Information Systems) stormwater collection system inventory, utilities, mapping, system pipes, ditches, retention ponds, and additional data sets related to the area of study defined by Effingham County in coordination with Pond staff. Upon review, all currently available data will be imported into Pond’s GIS Database, to be developed in coordination with Effingham County staff and described below under Field Data Collection. Additionally, Pond will convert provided as-built drawings, field inventory, and other collected data (Task 1) into GIS format, through digitization or georeferencing, and add to the final GIS database schema and/or GIS systems within the identified areas of study. The existing data will supplement the data to be collected within the defined area of study.

Field Data Collection

Pond’s GIS Team will collect, compile, and perform analysis on existing stormwater asset conditions, dimensions, and location for the areas within the HUC 12 watersheds defined in Task 2. In coordination with Effingham County staff, Pond will develop a geospatial dataset with the associated attribute table within the identified study areas. Field inspection data will be collected for all stormwater infrastructure and may include the following:

- Inspection Status
- Debris
- Erosion
- Vegetation
- Sediment
- Structure damage
- System pipes (type and size)
- Ditches
- Retention ponds
- Drainage basins and high-risk areas susceptible to flooding or stormwater runoff impacts
- FEMA Flood Insurance Rate Maps (FIRMs)
- Development as-builtons (most likely AutoCAD data conversion to GIS)
- Field Surveys and Assessments
- Stormwater maintenance logs
- Stormwater related citizen requests

Field Data collection and assessment will be achieved by fielding a team of two Field Technicians utilizing ESRI mobile applications and Go Pro cameras. Data collected will be in real-time with post-processing by office GIS staff. Effingham County staff will have access to Pond’s ESRI ArcGIS Enterprise Portal to track project progress and have the ability to download data.

Each collected structure will include a picture attached for assessment and documentation. Data collected will include:

- Condition assessment of stormwater infrastructure, including storm structure type, material, accessibility, and invert elevation measured from top of manhole, etc.
- Visual inspection of the conveyance pipe from the manhole that will provide size, material, and observable condition of pipe from the manhole.
- Inspection of overland conveyance systems, open ditches, providing condition, type, size, shape, material, etc.

Task 2 – Stormwater Quantity/Quality Projections

Pond understands that the goal of Task 2 is to evaluate flooding and water quality concerns within the developed portion of the County. The County desires to evaluate current high-risk areas that may be susceptible to flooding or stormwater runoff water quality impacts and potential future problem areas. To evaluate future problem areas, Pond will review existing land use and zoning requirements and conduct interviews with County staff to determine future projections for growth within the County. The future growth projection will be based on a 20-year County build-out.

The typical project work plan for this task will follow the outline below:

Data Collection

Pond will review available data necessary to develop a macro level regional model of the developed southern portion of the County. This data collection will include the following:

- Review of the County Comprehensive Plan
- Review of existing GIS data
- Review of existing and proposed Capital Improvement Projects
• Utilizing existing Lidar data, Pond will create a Digital Elevation Matrix (D.E.M.). Pond understands that this data is limited, and the coverage may not be available for the entire study area
• Water level and flow gauge data
• Historic Average Rainfall
• Wet Season Rainfall
• NOAA’s National Weather Service Hydrometeorological design studies center for Point Precipitation Frequency Estimates (Atlas 14)
• Zoning
• Soil Surveys
• FEMA Mapping
• Basin Delineation
• Land Use
• GDOT Drainage Systems
• Inventory of existing system structures collected in Task 1

**Model Development**

Pond will develop an existing conditions model based on the data collection above and from Task 1. The model will be focused on macro drainage systems within the seven HUC 12 subwatersheds located in the southern portion of the County. The HUC 12 basins include: 030602020604, 030602040201, C30601090307, 030601090305, 030602020603, 030601090203, and 030601090107. The modeling effort will be focused on major drainage system components and will not include subdivision drainage features unless they are integral to the overall subwatershed. Once the model is developed Pond will run the following storm events:

- Mean Annual Storm Event
- 25-Year, 24-hour Event
- 100-Year, 24-hour Event

Pond will review the model results with the County to anecdotally validate the model. After any necessary calibration Pond will coordinate with the County to develop a reasonable 20-year County development plan. The existing conditions model will be updated with the proposed land use for the 20-year build out and executed for the storm events listed above.

In conjunction with the hydrologic and hydraulic model development, Pond will utilize the SWMM model to evaluate current and future (20-year build out) watershed pollutant loading.

**Task 3 – Assessment of Major Asset Conditions and Risk; Development Control Standards**

As part of the data collection in Task 1, Pond will collect photos and conditions of existing infrastructure. The condition data will be evaluated, and a ranking system will be established. The ranking system will be added to the attribute data associated with the GIS inventory. A priority list will be prepared and establish the basis for the rehabilitation plan in Task 4. The Priority list will be reviewed with the County client before proceeding to Task 3.
Pond will also review the existing design standards and County ordinances. In combination with the water quality modeling in Task 2, Pond will make recommendations for enhancement to design standards and ordinances to achieve water quality and quantity goals in the 20-year build out plan.

Task 4 – Rehabilitation Plan

The rehabilitation plan will consider short term and long-term needs based on the results of Tasks 2 and 3. For each project identified Pond will prepare an assessment of the consequences associated with failure, the probability of failure, a proposed conceptual improvement plan and a preliminary cost estimate. The proposed budget is based on up to 20 rehabilitation projects.

Task 5 – Expansion Plan

The expansion plan will focus on regional projects to improve water quality and reduce potential flooding. The expansion plan will identify projects needed to address current stormwater level of service and projects needed to maintain future needs for the 20-year build out. A conceptual plan and cost estimate will be prepared for each project identified in the expansion plan. The proposed budget for this task is based on up to 20 proposed projects.

Task 6 – Forecast of Cash Flow Needs

Pond will work with the County to develop an implementation schedule based on the priority of the projects identified in Task 4 and 5. Once the implementation schedule is developed Pond will prepare an annual cash flow needs assessment. The cash flow needs assessment will include the necessary budget for annual construction, Operation and Maintenance associated with each proposed project.

Task 7 – Presentation of Stormwater Master Plan

Pond will coordinate and lead two stormwater masterplan presentations. The first presentation will be conducted during Task 2 and will target stakeholder feedback regarding flooding concern and stormwater quality. This meeting will assist with calibrating the models as well as an opportunity to educate citizens, business owners and property owners. The second presentation will review the draft stormwater master plan with County staff. Feedback from this presentation will be incorporated into the final masterplan.

Task 8 – Delivery of Master Plan and Project Database

The final deliverables will include two (2) hard copies of the masterplan and one digital copy. Additionally, the final deliverable will include a database or excel spreadsheet containing the detailed cost estimate for each project and the hydrologic parameters used to size the improvement.
### Man-Hour Estimate & Costs

**RFP No. 22-005 - Stormwater Masterplan**

**ATTACHMENT A**

**COST NOT TO EXCEED FEE PROPOSAL**

<table>
<thead>
<tr>
<th>Scope Breakdown</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK 1. Available Data Review, Evaluation, and Data Collection</td>
<td>680</td>
<td>$81.88</td>
<td>$55,680.00</td>
</tr>
<tr>
<td>TASK 2. Stormwater Flow Projections</td>
<td>364</td>
<td>$152.31</td>
<td>$55,440.00</td>
</tr>
<tr>
<td>TASK 3. Major Asset Condition Assessment / Development Control Standards</td>
<td>136</td>
<td>$162.35</td>
<td>$22,080.00</td>
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<tr>
<td>TASK 4. Rehabilitation Plan</td>
<td>220</td>
<td>$139.09</td>
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<td>TASK 5. Expansion Plan</td>
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<td>$140.53</td>
<td>$26,700.00</td>
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<tr>
<td>TASK 6. Cash Flow Needs Forecast</td>
<td>50</td>
<td>$150.00</td>
<td>$7,500.00</td>
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<td>TASK 7. Presentation of the Stormwater Master Plan</td>
<td>100</td>
<td>$164.00</td>
<td>$16,400.00</td>
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<td>TASK 8. Final Project Deliverables</td>
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<td>$6,200.00</td>
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<td><strong>TOTALS</strong></td>
<td>1,792</td>
<td><strong>$123.10</strong></td>
<td><strong>$220,600.00</strong></td>
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**Proposing Company Contact Information:**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>Pond &amp; Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Address:</td>
<td>49 Park of Commerce Way, Suite 203 Savannah, Georgia 31405</td>
</tr>
<tr>
<td>Service Address:</td>
<td>49 Park of Commerce Way, Suite 203 Savannah, Georgia 31405</td>
</tr>
<tr>
<td>Representative Name:</td>
<td>Melissa Phillips</td>
</tr>
<tr>
<td>Representative Contact Address:</td>
<td>49 Park of Commerce Way, Suite 203 Savannah, Georgia 31405</td>
</tr>
<tr>
<td>Telephone:</td>
<td>912.228.3611</td>
</tr>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:phillipsm@pondco.com">phillipsm@pondco.com</a></td>
</tr>
</tbody>
</table>

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

**Signed:**

[Signature]

(Signature of Authorized Representative of the Company)

**Stephen M. Bailey, PWS**

Principal / AVP

**April 28, 2022**

**Title:** Environment + Water Resources

Name Printed: __________________________  Date: ______________________

### Full Fee Breakdown - Please complete with your not-to-exceed manhour estimate

<table>
<thead>
<tr>
<th>TASK 1. Available Data Review, Evaluation, and Data Collection</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>a. Review of Existing Plan(s)</td>
<td>8</td>
<td>$130.00</td>
<td>$1,040.00</td>
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<tr>
<td>b. Review of existing Capital Improvement Project lists for the Stormwater collection systems</td>
<td>16</td>
<td>$130.00</td>
<td>$2,080.00</td>
</tr>
<tr>
<td>c. Review of system(s) GIS Mapping</td>
<td>48</td>
<td>$90.00</td>
<td>$4,320.00</td>
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<tr>
<td>d. Review of CMMS: Ability to integrate with hydraulic models and ability to integrate with other operations</td>
<td>8</td>
<td>$150.00</td>
<td>$1,200.00</td>
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<tr>
<td>e. Review of the County Comprehensive Plan</td>
<td>16</td>
<td>$130.00</td>
<td>$2,080.00</td>
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<tr>
<td>f. Update GIS mapping with record drawings for stormwater</td>
<td>72</td>
<td>$100.00</td>
<td>$7,200.00</td>
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<tr>
<td>g. Prepare and asset inventory and condition assessment of the</td>
<td>24</td>
<td>$130.00</td>
<td>$3,120.00</td>
</tr>
<tr>
<td>h. Conduct field inventory activities to complete GIS map and to build</td>
<td>480</td>
<td>$35.00</td>
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<tr>
<td>i. Assess the adequacy of Stormwater operational and maintenance</td>
<td>8</td>
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<td><strong>Task 1 TOTAL</strong></td>
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<thead>
<tr>
<th>TASK 2. Stormwater Flow Projections</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>a. Create and calibrate a hydraulic computer model of the Stormwater</td>
<td>240</td>
<td>$150.00</td>
<td>$36,000.00</td>
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<tr>
<td>b. 20 Year Stormwater Flooding and Quality Projections by Watershed</td>
<td>100</td>
<td>$150.00</td>
<td>$15,000.00</td>
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<tr>
<td>c. Interviews with Local Stakeholders</td>
<td>24</td>
<td>$185.00</td>
<td>$4,440.00</td>
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<td><strong>Task 2 TOTAL</strong></td>
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<thead>
<tr>
<th>TASK 3. Major Asset Condition Assessment / Development Control Standards</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>a. Review of Completed Projects</td>
<td>16</td>
<td>$130.00</td>
<td>$2,080.00</td>
</tr>
<tr>
<td>b. Determination of Critical Assets Requiring Inspection</td>
<td>16</td>
<td>$130.00</td>
<td>$2,080.00</td>
</tr>
<tr>
<td>c. Inspection of Critical Assets with assigned grading scale evaluation criteria (including security)</td>
<td>8</td>
<td>$130.00</td>
<td>$1,040.00</td>
</tr>
<tr>
<td>d. Evaluate use of technology and opportunities to achieve additional efficiencies and/or cost savings</td>
<td>8</td>
<td>$130.00</td>
<td>$1,040.00</td>
</tr>
<tr>
<td>e. Review and recommend technological improvements that would benefit the County's system</td>
<td>8</td>
<td>$130.00</td>
<td>$1,040.00</td>
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<tr>
<td>f. Updated design standards and County ordinances</td>
<td>80</td>
<td>$185.00</td>
<td>$14,800.00</td>
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<td><strong>Task 3 TOTAL</strong></td>
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<thead>
<tr>
<th>TASK 4. Rehabilitation Plan</th>
<th>Task Hours</th>
<th>Unit Cost</th>
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</thead>
<tbody>
<tr>
<td>a. 20 Year Stormwater Rehabilitation Plan</td>
<td>40</td>
<td>$150.00</td>
<td>$6,000.00</td>
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<tr>
<td>b. Detailed Scope of Work for Each Proposed Project</td>
<td>80</td>
<td>$130.00</td>
<td>$10,400.00</td>
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<tr>
<td>c. Evaluation of Proposed Projects Based Upon Consequence and Probability of Failure</td>
<td>40</td>
<td>$150.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>d. Prioritization of Proposed Projects</td>
<td>20</td>
<td>$150.00</td>
<td>$3,000.00</td>
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<tr>
<td>e. Detailed Cost Estimate for Each Proposed Project</td>
<td>40</td>
<td>$130.00</td>
<td>$5,200.00</td>
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<tr>
<td><strong>Task 4 TOTAL</strong></td>
<td><strong>$30,500.00</strong></td>
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### TASK 5. Expansion Plan

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a 20 Year Stormwater Expansion Plan</td>
<td>40</td>
<td>$150.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>b Detailed Scope of Work for Each Proposed Project</td>
<td>60</td>
<td>$130.00</td>
<td>$7,800.00</td>
</tr>
<tr>
<td>c Evaluation of Proposed Projects Based Upon Consequence and Probability of Failure</td>
<td>40</td>
<td>$150.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>d Prioritization of Proposed Projects</td>
<td>20</td>
<td>$150.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>e Detailed Cost Estimate for Each Proposed Project</td>
<td>30</td>
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<td>$3,900.00</td>
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**Task 5 TOTAL** $26,700.00

### TASK 6. Cash Flow Needs Forecast

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Incorporate Cash Flow Smoothing Where Practical</td>
<td>20</td>
<td>$150.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>b 20 Year stormwater O&amp;M expenditures estimate</td>
<td>10</td>
<td>$150.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>c Identify potential funding sources to assist with capital improvement</td>
<td>10</td>
<td>$150.00</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>d Calculate the cost of service calculations to the Stormwater system</td>
<td>10</td>
<td>$150.00</td>
<td>$1,500.00</td>
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**Task 6 TOTAL** $7,500.00

### TASK 7. Presentation of the Stormwater Master Plan

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Presentation of Draft Plan to Staff</td>
<td>16</td>
<td>$185.00</td>
<td>$2,960.00</td>
</tr>
<tr>
<td>b Modification of Draft Plan Based Upon Comments</td>
<td>40</td>
<td>$150.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>c Presentation of Draft Plan to Focus Groups</td>
<td>16</td>
<td>$185.00</td>
<td>$2,960.00</td>
</tr>
<tr>
<td>d Modification of Draft Plan Based Upon Comments</td>
<td>20</td>
<td>$150.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>e Presentation of Final Plan to Board of Commissioners for Approval</td>
<td>8</td>
<td>$185.00</td>
<td>$1,480.00</td>
</tr>
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</table>

**Task 7 TOTAL** $16,400.00

### TASK 8. Final Project Deliverables

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Hours</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Delivery of 2 Printed Spiral Bound Copies and 1 Electronic Copy of the Final Approved Plan</td>
<td>6</td>
<td>$100.00</td>
<td>$600.00</td>
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<tr>
<td>b Delivery of 2 Printed Spiral Bound Copies and 1 Electronic Copy of Executive Summary</td>
<td>6</td>
<td>$100.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>c Delivery of Electronic Database of How Projections (with calculations) and Detailed Project Estimates (with calculations)</td>
<td>20</td>
<td>$100.00</td>
<td>$2,000.00</td>
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<tr>
<td>d Comprehensive master plan drawing for the system depicting existing piping, ditches, etc. for both existing and future layouts</td>
<td>20</td>
<td>$150.00</td>
<td>$3,000.00</td>
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</tbody>
</table>

**Task 8 TOTAL** $6,200.00

**TOTAL** $220,600.00
RFP No. 22-005 - Stormwater Masterplan

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder’s offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County’s proposal:

None.

________________________________________

________________________________________

________________________________________

________________________________________

Signature  Stephen M. Basker  Date  April 28, 2022
11) **QUESTION:** What is the status of the scanning and digitizing project?

**ANSWER:** The first round of scanning is complete. Over 27,000 sheets representing 821 projects were scanned. Only about 177 projects (1,213 sheets) had suitable stormwater information on them. None are digitized at this time. Also of note is that after 27,000+ sheets scanning and reviewed, the County’s hard file archives still contain thousands of sheets still not scanned. This project completed only a fraction of the total archive.

12) **QUESTION:** How many mapping features will we need to collect?

**ANSWER:** A random sampling of our current mapping for the developed areas of the southern part of the county and rural areas of the northern part of the county determined that a typical residential subdivision will have 58,526 feet of pipe, 29.6 miles curb and gutter, 429 inlets, and 46.4 acres of pond area per square mile. Likewise, undeveloped areas tend to have approximately 4.6 miles of roadside ditch, 8,610 feet streams, and 0.8 pipe road crossings per square mile. Vendors may use this data as a means to extrapolate potential volume of data collection countywide.

All other terms and conditions in RFP 22-005 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

Stephen M. Bailey, PWS
Principal | AVP
Environment + Water Resources

Print Name: ___________________________  Signature: ___________________________  Date: ___________________________

END OF ADDENDUM NO. 1
Example:
Photo 101, GUID = f9f173db-5d61-4cbd-b1cc-2f6831f8c8a4
GIS Feature, GUID field = f9f173db-5d61-4cbd-b1cc-2f6831f8c8a4

10) QUESTION: Can the County provide the Coastal Incentive Grant application?
   ANSWER: See attached final submittal to CIG

11) QUESTION: Model software?
    ANSWER: The County would prefer SWMM with the ability to view the results of the model graphically in GIS, to visually review problem areas, good areas, watersheds, etc. If the vendor prefers alternate software or method, please submit in narrative why that it is the better solution and how it will translate into SWMM for future use by the County and other consultants.

All other terms and conditions in RFP 22-005 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 2 below:

Stephen M. Bailey, PWS
Principal | AVP
Environment + Water Resources

Print Name: ___________________________ Signature: ___________________________ Date: April 28, 2022

END OF ADDENDUM NO. 2
Staff Report

Subject: Water Sewer Masterplan Design – GA EPD Tide Study assistance for WLA study of the Ogeechee Run – Amendment 1

Author: Eric Larson, Asst. County Manager

Department: Public Works

Meeting Date: May 17, 2022

Item Description: Approve an amendment to the task order to provide consultant services to collect data on tide cycles along the Ogeechee Run and Little Ogeechee River to assist GA-EPD with the Waste Load Allocation (WLA) determine of the Ogeechee Run.

Summary Recommendation:
This proposal is for Alliance Consulting Engineers with a tide study for the Little Ogeechee River. This study is a prerequisite to a model study to evaluate a potential new wastewater discharge to Ogeechee Run in Effingham County, GA. After review of the tide study report, GA-EPD requested collection of water salinity data to supplement the tide gauge information.

Executive Summary/Background:
- Alliance Consulting Engineers was selected for Indefinite Delivery Contract (IDC) in February 2021.
- In May 2021, Alliance was selected to perform the water and sewer masterplan project to study our systems and prepare for future growth of the County.
- Masterplan contract is $195,000
- The tide study task order is additional work associated with, but not included within, the masterplan project.
- Task Order is $20,000 and include the tide study and coordination with GA-EPD on the WLA determination and the surface discharge permit request.
- This amendment adds $9,500 to redeploy the water gauges and collect salinity data.

Alternatives for Commission to Consider
1 - Approve the amendment to the task order in the amount of $9,500 for Alliance Consulting Engineers to provide tide study services to assist GA-EPD with the Waste Load Allocation of Ogeechee Run.
2 – Take no action – Request more information.
3 - Deny

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineer; County Attorney

Funding Source: SPLOST.

Attachments: 1. Task Order
2. Email chain including request for amendment and GA-EPD directives
EFFINGHAM COUNTY

PROFESSIONAL ENGINEERING SERVICES

COUNTYWIDE WATER AND WASTEWATER MASTER PLAN

NOTICE TO PROCEED FOR ADDITIONAL SERVICES

PROJECT NO. 21162-2051

DATED: December 30, 2021

In accordance with Paragraph 1.1 of the Master Agreement between Owner and Engineer for Professional Services date February 4, 2021 ("Agreement") Owner and Engineer agree as follows:

**Description of Project:** Development of County Wide Water and Water Masterplan for Effingham County, Georgia.

**Services of Engineer:** In accordance with Alliance Consulting Engineers Master Agreement for Services Dated February 4, 2021 and Proposal Dated May 17, 2021 revised herein to include the Additional Services presented below:

- Wastewater Discharge Permit Coordination and Field Support
- Data Analysis and Application Review
- Interface with Georgia Environmental Protection Division
- Ogeechee Tidal Study for the Little Ogeechee River
  - Location Selection for Gauge Deployment
  - Deployment of Gauges for One (1) Month
  - Analysis of Results and Delivery to EPD
  - Coordination with County and State on next phases of work

**Cost of Services:** The method of Payment shall be in accordance with Article 5 – Payment of Services of the Master Agreement (dated February 4, 2021).

- Current Agreement Contract Amount: $195,000
- Additional Services Notice to Proceed: $ 20,000

**Estimated Time Schedule:** Tidal Study Services are expected to be completed in 60 to 90 days from approved Notice to Proceed to factor required Gauge Deployment period.
Agreed as to Scope and Cost of Services, and Time Schedule:

EFFINGHAM COUNTY

BY: Timothy Callanan
County Manager
TITLE

DATE

WITNESS

Address for giving notices:
804 S. Laurel Street
Springfield, Georgia 31329

ALLIANCE CONSULTING
ENGINEERS, INC.

BY: Deepal S. Eliatamby, P.E.
President
TITLE

DATE

WITNESS

Address for giving notices:
Post Office Box 8147
Columbia, South Carolina 29202-8147
Proposal Short Form

Client: Alliance Consulting Engineers
Address: 124 Verdae Boulevard, Suite 505
Greenville, South Carolina 29607
Attention: Adam R. Hogan, P.E.
Project Name: Little Ogeechee River Tide Study
E-mail: ahogan@alliancece.com
Phone: 864-284-1740
Cell: 865-508-0110
Effective Date: December 20, 2021
Location: Effingham County, GA

Scope: This proposal is for Water Environment Consultants, LLC (WEC) to assist Alliance Consulting Engineers (Alliance) with a tide study for the Little Ogeechee River. This study is a prerequisite to a model study to evaluate a potential new wastewater discharge to Ogeechee Run in Effingham County, GA. This proposal is based on the web meeting between Georgia EPD, the County, Alliance and WEC during which the wasteload allocation for the potential discharge was discussed. WEC proposes the following scope of services:

- Select two locations for tide gauge deployment;
- Obtain EPD concurrence on tide gauge locations;
- Deploy gauges for 1 month;
- Analyze results and deliver to EPD;
- Coordinate with Alliance, the County and EPD on the next phase of work to evaluate the wasteload allocation for the potential discharge.

This constitutes an initial phase of work. After completing this scope, WEC will provide a second scope of work to include any necessary technical analyses and/or numerical modeling needed to further evaluate the proposed discharge and estimate the likely permit limits. The second scope of work cannot be defined until after the above tide study scope of work is completed.

Schedule: WEC will complete the field work within 45 days of the notice to proceed.

Project Cost: This project will be conducted on a time-and-materials basis at the rates in our attached rate schedule. The cost will not exceed $8,700 unless agreed upon by Alliance. Expenses will be billed at cost, with no markup.

Terms and Conditions: This project will be conducted under the Master Agreement between Alliance and WEC dated June 25, 2021.

Authorization: If this proposal is acceptable, please sign in the space provided below returning one copy.

Authorized By: [Signature]
Deepal S. Eliatamby, P.E.
(Name)
President
(Title)
January 3, 2022
(Date)

WEC Approval By: [Signature]
Matt Goodrich, P.E.
(Name)
Principal
(Title)
December 20, 2021
(Date)

Water Environment Consultants, LLC – P.O. Box 2221, Mount Pleasant, SC 29465
From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Monday, May 9, 2022 4:33 PM
To: Eric Larson <ELarson@EffinghamCounty.org>
Cc: Frank I. Turano <FTurano@alliancece.com>
Subject: EXTERNAL:21162-2051 Ogeechee Run Tide Study - Additional Services

Eric,

We would respectfully request an Additional Fee of $9,500 for the Salinity Data Collection for the Ogeechee Run Tide Study per Elizabeth Booth’s (GA DNR’s) request. If this is acceptable, please let us know, and whether this email will suffice or whether we need a formal NTP in place. Once approved, we’ll let you know the schedule and we’ll let Ms. Booth know that this is proceeding and make another request to do the Modeling in parallel.

Thanks,
Adam

Adam R. Hogan, PE, LEED Green Associate
Regional Manager
Alliance Consulting Engineers, Inc.
124 Verdae Boulevard, Suite 505
Greenville, SC 29607-3843
Tel: (864) 284-1740
Fax: (864) 284-1741
Cell: (864) 508-0110
E-Mail: ahogan@allianceCE.com
Web: www.allianceCE.com
Bluffton, SC | Charleston, SC | Charlotte, NC | Columbia, SC | Greenville, SC
Hi Liz:

In the interest of time, can the additional salinity monitoring be done in parallel with moving forward with development of a modeling plan?

Also, salinity, if present, would be highest during dry periods. Would discrete measurements with a hand-held instrument on two different days during relatively dry periods (e.g., no rainfall within the past several days) be sufficient? Or will EPD require deployment of continuous YSI gauges over a specified period (two or four weeks)? Please let me know and we will get the data collected.

Regards,
Matt

Matt Goodrich, P.E.
Principal

Water Environment Consultants
P.O. Box 2221
Mount Pleasant, SC 29465-2221
Office: 843-375-9022 ext. 2
Cell: 843-696-0682
www.water-ec.com

Hi Liz:

To finish this project so it is approvable, you need to collect conductivity/salinity data at both sites. Thanks Liz!
Hi Liz:

The requested plot is below. The two signals are out of phase with each other, which could be attributed to either travel time or a standing wave phenomenon. We did not collect salinity data.

Regards,
Matt
Thank you for the addition work, the report is much improved.

It is interesting to note the time of travel of the “tidal energy wave.” This may explain why the daily diurnal temperature match up at one location and are off at the second. Just for grins and giggles, it may be interesting to see to plot the high frequency graphs on the same plot to see if they are offset by a given time.

Also do you have salinity or conductivity data at the two locations where you recorded stage data?

Thanks Liz
Liz/Benoit,

Attached is an updated Tidal Study Report from Alliance and WEC for Effingham County expounding on the potential factors of the diurnal variations in the water level of the Little Ogeechee River. As noted in the report, it appears that Rainfall was the major factor factoring into these variations.

After you’ve had a chance to review, please let us know if there is a good time to schedule a call to discuss next steps.

Thanks,
Adam
Specialized Engineering and Permitting Support in the Water Environment

From: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>
Sent: Friday, April 22, 2022 8:07 AM
To: Adam R. Hogan <ahogan@alliancece.com>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; John Durkee <jdurkee@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdoiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: RE: Effingham County NPDES Permit - Tide Study Plan

Here are my comments:

The Canal station, which is the blue line in the figure in the Report, is obvious effected by something every day, which is why it goes up and down. We see something similar at the Bloomingdale Road station, the orange line, but to a much smaller extent. I think there is additional information we need before we can make any conclusions. Is the daily rise and fall of the water level due to the energy wave influence of the tides downstream, probably but we don’t have the downstream tidal data to correspond it to. At the Canal station, there are also increases of the water levels that occur around the 19th and 24th probably due to rainfall, but we don’t rainfal data to indicate this. We see addition increases in the water level at the Bloomingdale Rd station on the 17th and 31st. Finally, we need them to include any salinity data that may have been collected that shows that what we see in the figure is not the result of the saltwater tidal wave.

Thanks Liz

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Thursday, April 21, 2022 9:16 PM
To: Hayes, Josh <josh.hayes@dnr.ga.gov>; Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdoiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>
Subject: RE: Effingham County NPDES Permit - Tide Study Plan

Benoit,

It’s our understanding that you are now the point of contact for this NPDES Permit as Josh Hayes has moved to a new position.
Attached is the Report of the findings of the Tide Study for Effingham County on the Little Ogeechee River. After you’ve had a chance to review, please let us know if you have any questions.

We’d respectfully like to request a follow-up meeting (virtually) with GA DNR, Effingham County, Alliance and Water Environment Consultants and any other parties necessary to discuss next steps with the NPDES Permitting, which we assume will be some modeling for the proposed discharge. Please let us know if there are any times in the next week that work well for your team.

Thanks,
Adam

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Wednesday, April 13, 2022 6:55 PM
To: Hayes, Josh <josh.hayes@dnr.ga.gov>; Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Josh,

Attached is the Report of the findings of the Tide Study for Effingham County on the Little Ogeechee River. After you’ve had a chance to review, please let us know if you have any questions.

We’d respectfully like to request a follow-up meeting (virtually) with GA DNR, Effingham County, Alliance and Water Environment Consultants and any other parties necessary to discuss next steps with the NPDES Permitting, which we assume will be some modeling for the proposed discharge. Please let us know if there are any times in the next week or two that work well for your team.

Thanks,
Adam

4/13/22
Adam Hogan, Jeff DeBessonet, Eric
Harlie Wdowiak

Get report to EPD. Get next step.
Offer to model to speed it up.
They would likely need a work plan.

Next steps would be to do the study, set WLA,
From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Saturday, April 9, 2022 10:00 PM
To: Eric Larson <ELarson@EffinghamCounty.org>
Cc: Frank I. Turano <FTurano@alliancece.com>; Harlie M. Wdowiak <hwdowiak@alliancece.com>
Subject: EXTERNAL:21162-2051 Effingham County NPDES Permit - Tide Study

Eric,

The water level gauges for the Tide Study were retrieved this week. Attached is a draft of the Little Ogeechee River Tide Monitoring Report for your review. The results were favorable.

Please let us know if you have any questions or comments, and we can discuss submittal to GA EPD.

Thanks,
Adam

Adam R. Hogan, PE, LEED Green Associate
Regional Manager
Alliance Consulting Engineers, Inc.
124 Verdae Boulevard, Suite 505
Greenville, SC 29607-3843
Tel: (864) 284-1740
Fax: (864) 284-1741
Cell: (864) 508-0110
E-Mail: ahogan@allianceCE.com
Web: www.allianceCE.com

From: Hayes, Josh <josh.hayes@dnr.ga.gov>
Sent: Tuesday, March 1, 2022 3:08 PM
To: Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Adam R. Hogan <ahogan@alliancece.com>; Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; Thomas M. Kennedy <TKennedy@alliancece.com>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Hello Mr. Goodrich,

We find the sampling locations proposed in the attached document to be acceptable.

Feel free to contact me if you have any questions.

Thanks,

Josh Hayes
From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Wednesday, January 26, 2022 9:46 PM
To: josh.hayes@dnr.ga.gov; Elizabeth.Booth@dnr.ga.gov
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Thomas M. Kennedy <TKennedy@alliancece.com>; John Durkee <jdurkee@water-ec.com>; Matt Goodrich <mgoodrich@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>
Subject: EXTERNAL: Effingham County NPDES Permit - Tide Study Plan

Josh,

This email is to follow up on the Microsoft Teams Meeting from December 9, 2021.

We are now under contract with Effingham County on a Tide Study related to associated NPDES Permitting for a potential Surface Water Discharge of Treated Wastewater. I’ve copied Eric Larson with Effingham County along with our other team members on this email.

Attached is a map showing the proposed locations of the tide gauges. We’d like to have your group approve or comment on the locations before we deploy the gauges.

The river is certainly tidal at I-95. We suspect the tidal influence is minimal at the Savannah-Ogeechee canal. We can’t pull over to install a gauge at I-16, so the first location for river access to install a gauge above what we expect is the tidally influenced area is at Bloomingdale Road.

If there’s any need to have a quick call prior to approving these locations, please let us know.

Thanks,
Adam
Staff Report

Subject: UGA Extension Office staffing contract
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: 5/17/22
Item Description: Consideration to move all UGA Extension Office personnel off the County payroll and onto a contract with the University of Georgia beginning July 1, 2022.

Summary Recommendation:
Staff is requesting approval to move all UGA Extension Office personnel off the County payroll and onto a contract with the University of Georgia beginning July 1, 2022.

Executive Summary:
Currently, the UGA Extension Office has two Agents and a Resource Manager that receive part of their pay from the County and part from UGA. Additionally, there are two 4-H Program Assistants and one 4-H Educator that are fully employed by the County. This new arrangement would move all six positions off of the County’s payroll completely beginning July 1, 2022 and moving forward all six positions will receive their paychecks from UGA only. Quarterly, UGA will invoice the County for its share of actual expenses on the same basis that they are paid now – with the County funding half of the Agents and Resource Manager and all of the two 4-H Program Assistants and the 4-H Educator. Currently, UGA estimates the annual cost to be approximately $174,252 (without medical insurance for the vacant positions) whereas if these positions remain on the County payroll as they are now, it’s estimated they will cost the County approximately $216,187. Once the vacant positions are filled and insurance benefits are selected, it’s expected that the actual costs will be closer to the County’s estimate. Moving these individuals from the County payroll to a contract basis with UGA is expected to be cost-neutral, but will be a simpler arrangement.

Background:
1. All six positions are currently on County payroll and have been for many years
2. Some employees are fully paid by the County, others are paid partially by the County and partially by UGA
3. Extension Office personnel are currently handled as a special case for many pieces of payroll: retirement, insurance, COLA, unemployment, etc. are all handled differently for Extension Office personnel than other personnel because of the existing arrangements with UGA
4. Moving these positions from payroll to a contract with UGA would simplify the entire process
Alternatives for Commission to Consider:
1. Approve for ECBOC to contract with UGA for Extension Office personnel, removing these six positions from County payroll and paying them via contract.
2. Do not approve to contract with UGA for Extension Office personnel. Continue to keep these positions on payroll.
3. Provide staff with direction.

Recommended Alternative:
Staff recommends Alternative number 1 – Approve for ECBOC to contract with UGA for Extension Office personnel, removing these six positions from County payroll and paying them via contract.

Other Alternatives:
N/A

Department Review: (list departments)
County Manager, Finance

Funding Source:
General Fund, UGA Extension Office department

Attachments:
UGA Extension Office personnel contract
The Effingham County BOC wishes to maintain a contract agreement between the Effingham County Board of Commissioners and the Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension Service.

The contract is for salary, retirement, SS/Med and HLO costs for the employees as noted on the attached budget for the period of July 1, 2022 - June 30, 2023.

The budget sheet is attached.

The county requests a final invoice to be sent within 60 days of the contract end date.

*** Please note there are signature lines on page 2 ***
## FY 23

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<tr>
<th>Salary</th>
<th>Original</th>
<th>Amended</th>
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<td>Morgan Triplett, 4H Agent (TRS)</td>
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<td>Karen Looper, SEC (TRS)</td>
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<td>Blake Carter, CEC, PS Asst -ANR (TRS)</td>
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### Social Security (7.65%)

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### Total Salary and Fringe

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***Totals are rounded up to the next $ for contract billing, only actual expenses will be billed.***

UGA will bill quarterly for the actual expenses of the above. All other benefits will be charged to 11310 13200 17300001 112001.

Contact:

Bill to the following name and address:

Effingham County Board of Commissioners

804 S. Laurel St.

Springfield, GA 31329

Contact:

Mark Barnes, Finance Director

912-754-8012

mbarnes@effinghamcounty.org

accountspayable@effinghamcounty.org

Approved by:

Wesley Corbitt, Chairman

Effingham County Board of Commissioners
Request for Verification of Position Funding for New and Replacement Positions

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

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### Salary Commitment Breakdown

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<td>$36,000.00</td>
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<tr>
<td>SS/Med - FICA (7.65%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$2,754.00</td>
</tr>
<tr>
<td>TRS (19.98% eff. 7/1/22)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,193.00</td>
</tr>
<tr>
<td>Ins. (Med/Life) Fully Co Funded</td>
<td>$17,776.00</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$17,776.00</td>
</tr>
<tr>
<td>Other: (i.e. Travel, Operating)</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Other: (Travel stipend/allotment)</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Total Commitment</td>
<td>$63,723.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$63,723.00</td>
</tr>
</tbody>
</table>

Position Justification: [ ] County is providing use of county vehicle.

This is to move an existing position fully county funded position in Effingham County to UGA contract.

<table>
<thead>
<tr>
<th>CEC Signature</th>
<th>Date</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>BOC Official Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Extension DED Official Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Revised Feb 2022
Request for Verification of Position Funding for New and Replacement Positions

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents, to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

<table>
<thead>
<tr>
<th>New Position: ✓</th>
<th>Existing Position: □</th>
<th>Full Time: ✓</th>
<th>Part Time: □</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>Effingham</td>
<td>Position Title:</td>
<td>4H Program Assistant</td>
</tr>
<tr>
<td>Employee Replacing:</td>
<td></td>
<td>Hours/week: 40</td>
<td></td>
</tr>
</tbody>
</table>

**Salary Commitment Breakdown**

<table>
<thead>
<tr>
<th>Cooperative Pay Type:</th>
<th>Board of Commission</th>
<th>Board of Education</th>
<th>Other (Grant)</th>
<th>UGA</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Direct Pay □</td>
<td>Direct Pay □</td>
<td>Internal □</td>
<td></td>
<td>$32,500.00</td>
</tr>
<tr>
<td></td>
<td>Contract Pay ✓</td>
<td></td>
<td>External □</td>
<td>UGA</td>
<td></td>
</tr>
<tr>
<td>Gross Wages</td>
<td>$32,500.00</td>
<td></td>
<td></td>
<td>$32,500.00</td>
<td></td>
</tr>
<tr>
<td>SS/Med - FICA (7.65%)</td>
<td>$2,487.00</td>
<td></td>
<td></td>
<td>$2,487.00</td>
<td></td>
</tr>
<tr>
<td>TRS (19.98% eff. 7/1/22)</td>
<td>$6,494.00</td>
<td></td>
<td></td>
<td>$6,494.00</td>
<td></td>
</tr>
<tr>
<td>Ins. (Med/Life) Fully Co Funded</td>
<td>$17,776.00</td>
<td></td>
<td></td>
<td>$17,776.00</td>
<td></td>
</tr>
<tr>
<td>Other: (i.e. Travel, Operating)</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Other: (Travel stipend/allotment)</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total Commitment</td>
<td>$59,257.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$59,257.00</td>
</tr>
</tbody>
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Position Justification: □ County is providing use of county vehicle.

This is to move an existing position fully county funded position in Effingham County to UGA contract.

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<td>Extension DED Official Signature</td>
<td>Date</td>
</tr>
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</table>

Revised Feb 2022
Request for Verification of Position Funding for New and Replacement Positions

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<th>Existing Position:</th>
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<th>Part Time:</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>Effingham</th>
<th>Position Title:</th>
<th>4H Program Assistant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Replacing:</td>
<td></td>
<td></td>
<td>Hours/week: 19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salary Commitment Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Board of Commission</strong></td>
</tr>
<tr>
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</tr>
<tr>
<td>Contract Pay</td>
</tr>
<tr>
<td></td>
</tr>
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</tr>
<tr>
<td>Contract Pay</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Other (Grant)</strong></td>
</tr>
<tr>
<td>Internal</td>
</tr>
<tr>
<td>External</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>UGA</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
</tr>
</tbody>
</table>

| Gross Wages: $17,340.00 | $17,340.00 |
| SS/Med - FICA (7.65%)   | $1,328.00  |
| TRS (19.98% eff. 7/1/22) | $0.00     |
| Ins. (Med/Life) Fully Co Funded | $0.00 |
| Other: (i.e. Travel, Operating) | $0.00 |
| Other: (Travel stipend/alotment) | $0.00 |
| **Total Commitment**      | $18,668.00 |

Position Justification: County is providing use of county vehicle.

This is to move an existing position fully county funded position in Effingham County to UGA contract.

<table>
<thead>
<tr>
<th>CEC Signature</th>
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</tbody>
</table>

Revised Feb 2022
Staff Report

Subject: Resolution to impose a moratorium on rezoning for R-3 multifamily and R-6 single family residential development.

Author: Teresa Concannon, AICP, Planning & Zoning Manager

Department: Development Services

Meeting Date: May 17, 2022

Item Description: Consideration of a resolution to impose a moratorium on rezoning for R-3 multifamily and R-6 single family residential development, for a period of ninety (90) days, while the county considers changes to its zoning ordinance.

Summary Recommendation: The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

Executive Summary/Background:
- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County’s Comprehensive Plan and the Zoning Ordinance, and has studied the County’s best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing and high density single family residential development in the R-3 and R-6 zoning districts that are designed as rental communities, and has determined that a moratorium on new applications is necessary.
- The County Attorney has reviewed and approved the resolution as to form.

Alternatives for Commission to Consider
1 – Approve the resolution to impose a moratorium on rezoning land for R-3 multifamily and R-6 single family development.
2 – Take no action.

Recommended Alternative: 1 Other Alternatives: N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:
1. Moratorium on rezoning land for R-3 multifamily and R-6 single family development.
STATE OF GEORGIA  
EFFINGHAM COUNTY  

RESOLUTION NO. 022-026  
RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF FOUR MONTHS ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES WHILE THE COUNTY CONSIDERS CHANGES TO ITS ZONING ORDINANCE

WHEREAS, recent development trends in the County suggest that current trends for R-6 multi-family residential use and R-6 single family residential district use may not be adequately addressed by the current County Zoning Ordinance; and

WHEREAS, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as “Board”) is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated areas of the County; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, “To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals.” The Board has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Board therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the County. The Board has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on County roads, security of the public from crime and other
dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the County including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Board that the concept of “public welfare” is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Board “to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled,” Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954), it is also the opinion of the Board that “general welfare” includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

WHEREAS, the Board is, and has been interested in developing a cohesive and coherent policy regarding residential and commercial growth and zoning in the County, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

WHEREAS, the Board has directed the Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

WHEREAS, it is in the best interest of the citizens of the County to place a moratorium on the application and issuance of residential and commercial re-zonings until the review is completed.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to be required, the Board finds as follows: the zoning ordinance and comprehensive land use plan require review as they relate to R-3 multi-family housing and R-6 single family housing; substantial detriment and irreparable harm may result if further regulation of R-6 multi-family housing and R-6 single family housing is needed and not implemented; said review of the ordinance and plan requires that a cessation of limited duration of rezoning be implemented with regard to R-6 multi-family housing and R-6 single family developments; and it is necessary and in the public’s interest to delay, for a reasonable and finite period of time, the acceptance or processing of any applications for such developments to ensure that the design, development, and location are consistent with the long-term planning objectives of the County.
2. There is hereby imposed a moratorium on the acceptance by County staff of rezoning or the acceptance of applications for rezonings for the development of R-3 multi-family housing and R-6 single family developments as such as provided for under the zoning ordinance of the County. For purposes of this moratorium, the “multi-family developments” and “single family developments” are those that are currently allowed under the County zoning ordinance in the following zones:

Section 5.6 R-3 Multifamily Residential Districts.
Section 5.8 R-6 Single-family residential district (4.5 dwellings per acre).

3. The duration of this moratorium shall be until the County adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until August 16, 2022.

4. This moratorium shall have no effect upon rezonings occurring before the effective date of this Resolution.

5. It is hereby declared to be the intention of the Board that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Board to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Board that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Board, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

7. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

8. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.
9. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS ____ DAY OF SEPTEMBER, 2021.

BOARD OF COMMISSIONERS OF EFFINGHAM, COUNTY, GEORGIA

___________________________________
WESLEY CORBITT, CHAIR

ATTEST:

____________________________________
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]
Staff Report

Subject: Meeting Cancellation
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 05/17/2022
Item Description: Consideration to approve to cancel the July 5, 2022 Board of Commissioners Meeting

Summary Recommendation:
Staff is inquiring if the Board would like to consider canceling or postponing the meeting due to the 4th of July holiday.

Executive Summary:
The Board of Commissioners meets the 1st and 3rd Tuesday of each month as noted within our enabling legislation. However, there are times the board opts to cancel or reschedule a meeting due to holidays.

Background:
The Fourth of July holiday is typically a time of vacationing to travel during the summer break with family for both the Commissioners and Staff. Additionally, most pertinent business of the county (to include the fiscal year budget) is finalized.

Alternatives for Commission to Consider:
1. Approve to cancel the July 5, 2022 Board of Commissioners meeting
2. To consider an alternative date for meeting
3. Do not cancel the meeting.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: Move the meeting to another date.

Department Review: Administration

Funding Source: No funding required

Attachments: None