

## BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles D. Rousseau  
Charles W. Oddo



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

November 14, 2024  
2:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

### **OFFICIAL SESSION:**

Call to Order  
Invocation and Pledge of Allegiance by Chairman Lee Hearn  
Acceptance of Agenda

### **PROCLAMATION/RECOGNITION:**

1. Recognition of the winning seniors of the five high schools that participated in the Fayette County Delta Sigma Theta Sorority, Incorporated Alumnae Chapter "Why I Vote" Digital Competition. (page 3)

### **PUBLIC HEARING:**

### **PUBLIC COMMENT:**

*Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.*

### **CONSENT AGENDA:**

2. Approval of the 2025 County Commissioner Meeting schedule. (pages 4-5)
3. Approval to add Liberty North subdivision to Fayette County's Street Light Program. (pages 6-9)
4. Approval of the second amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. (pages 10-27)
5. Approval of the proposed Micro Surfacing Project Agreement between the Town of Brooks and Fayette County. (pages 28-33)
6. Approval of a Purchase Order in the amount of \$95,396.83 to Staples for office furniture at the new Fire Training Classroom Building at the Fire Training Facility; 340 Hewell Road, Jonesboro. (pages 34-50)
7. Approval of a Purchase Order in the amount of \$81,871.59 to Staples for office furniture and equipment for the new Public Health Facility at 245 Booker Avenue, Fayetteville. (pages 51-63)

8. Approval of ACCG-IRMA Bid Proposal for First Responder PTSD Coverage. (pages 64-74)
9. Approval of the October 24, 2024, Board of Commissioners Meeting Minutes. (pages 75-84)

**OLD BUSINESS:**

**NEW BUSINESS:**

10. Request to approve Contract #2503-S; USGS Water Flow and Stream Monitoring-FY2025, in the amount of \$263,700, for an annual agreement with the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring. (pages 85-93)
11. Request to adopt Resolution 2024-12 to update a Rate and Fee Schedule kept and maintained at the Fayette County Water System. (pages 94-99)
12. Request to increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City. (pages 100-115)
13. Request to amend the Intergovernmental Agreement (IGA) between Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) to remove the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate." (pages 116-120)
14. Request to approve the Trilith Tank Illumination Plan and the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.00, to include \$49,657.48 for Phase I installation costs. (pages 121-134)
15. Request to approve Contract #2036-Q: Fayette County Resurfacing FY2022-Construction; Task Order #2 for EXP US Services, Inc. in the amount of \$201,287.28 for Construction, Engineering, and Inspection (CEI) services for 21TAC Fayette County Resurfacing Project FY 2022. (pages 135-143)
16. Request to approve the Intergovernmental Agreement (IGA) to split the cost of the right-of-way acquisition as billed by the Georgia Department of Transportation (GDOT) for the McDonough Road replacement project (2004 SPLOST Project R-10). (pages 144-163)

**ADMINISTRATOR'S REPORTS:**

- A: Contract #2378-S: Water System Engineer of Record; Task Order 25-02: Ground & Surface Water Landfill Monitoring (pages 164-173)
- B: Contract #2445-A: Outdoor Fire Training Props (pages 174-176)
- C: Contract #2446-S GIS Professional Support (pages 177-178)
- D: Contract #2449-A: Annual rock Contract (pages 179-182)
- E: Contract #2457-S: Asphalt Rejuvenator (pages 183-196)
- F: Contract #2184-B: Redwine, Bernhard, and S Peachtree Pkwy Roundabout Change Order 1 (pages 197-201)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at <https://vimeo.com/user133262656>.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Recognition of the winning seniors of the five high schools that participated in the Fayette County Delta Sigma Theta Sorority, Incorporated Alumnae Chapter "Why I Vote" Digital Competition.

**Background/History/Details:**

The seniors expressed their views on voting through various forms of artistic expression in a 3-minute video submission. The accepted formats included: Speeches, monologues, spoken word, poetry, storytelling, songs and rap.

The competition was judged based on two main criteria:

- 1. Public engagement via likes, shares and comments on the school's social media platforms.
- 2. Content quality through originality, delivery, and emotional impact, judged by a panel of entertainment industry experts in the metro Atlanta area.

The winners will be chosen from each of the five high schools in Fayette County that submit entries:

- 1. Fayette High School
- 2. Whitewater High School
- 3. McIntosh High School
- 4. Starr's Mill High School
- 5. Sandy Creek High School

**What action are you seeking from the Board of Commissioners?**

Recognition of the winning seniors of the five high schools that participated in the Fayette County Delta Sigma Theta Sorority, Incorporated Alumnae Chapter "Why I Vote" Digital Competition.

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

The presenting parties for the scholarships will be: Cheryl L. Brown, Chapter President, Fran L. Webb, First Vice President, Keisha Johnson, Second Vice President, Terri Crook, Chair, Arts & Letters Committee, and Serena Lowe, Co-Chair, Arts & Letters Committee

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the 2025 County Commissioner Meeting schedule.

**Background/History/Details:**

Each year, the Board of Commissioners formally adopts its meeting schedule. The meeting schedule is then posted to the county's website, distributed to local media and to staff.

Typically, the months of November and December have only one meeting per month, as the second Thursday of each month falls on a nationally recognized holiday. These meetings have routinely been scheduled for 2:00 p.m. since 2017.

Proposed meeting day for April is Tuesday, April 22, 2025 due to the scheduled ACCG (Association of County Commissioners of Georgia) Conference in Savannah, Georgia on Thursday, April 24, 2025.

**What action are you seeking from the Board of Commissioners?**

Approval of the 2025 County Commissioner Meeting schedule.

**If this item requires funding, please describe:**

Not Applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

## 2025 *County Commission* MEETING SCHEDULE

**REGULAR MEETINGS ARE HELD ON THE 2<sup>ND</sup> AND 4<sup>TH</sup> THURSDAY OF EACH MONTH AT 5:00 P.M.**

**AND ARE HELD AT 140 STONEWALL AVENUE WEST, PUBLIC MEETING ROOM, FAYETTEVILLE, GA 30214**

Agendas for these "Regular" meetings can include any subject but in particular, matters of interest to the general public such as public hearings on rezoning petitions, budget discussions, and requests from county departments that require action by the Board, etc. Thursday meetings include a time for "Public Comment" when attendees can speak for up-to five (5) minutes to the Board on any subject not on the meeting's agenda. Meetings are open to the public and are sometimes attended by members of the press. Canceled meetings, special called meetings and special topic workshops are announced in accordance with requirements of State law. **\*PLEASE NOTE THAT DURING THE MONTHS OF NOVEMBER AND DECEMBER, MEETING DATES ARE ALTERED TO ACCOMMODATE THE HOLIDAY SCHEDULES.**

DATE	TIME	NOTES		DATE	TIME	NOTES
January 9	5:00 p.m.	<i>Organizational Meeting</i>		July 10	5:00 p.m.	
January 23	5:00 p.m.			July 24	5:00 p.m.	
February 13	5:00 p.m.			August 14	5:00 p.m.	
February 27	5:00 p.m.			August 28	5:00 p.m.	
March 13	5:00 p.m.			September 11	5:00 p.m.	
March 27	5:00 p.m.			September 25	5:00 p.m.	
April 10	5:00 p.m.			October 9	5:00 p.m.	
<b>*April 22 Tuesday</b>	5:00 p.m.	<i>ACCG Annual Conference in Savannah; April 24-27</i>		October 23	5:00 p.m.	
May 8	5:00 p.m.			November 13	2:00 p.m.	
May 22	5:00 p.m.			<b>*November 27</b>	<b>No Meeting</b>	<b>Thanksgiving Day</b>
June 12	5:00 p.m.			December 11	2:00 p.m.	
June 26	5:00 p.m.			<b>*December 25</b>	<b>No Meeting</b>	<b>Christmas Holiday</b>

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval to add Liberty North subdivision to Fayette County's Street Light Program.

**Background/History/Details:**

The property owners in the subdivision known as Liberty North are petitioning the Board of Commissioners to add Liberty North subdivision into the Fayette County Street Light Program.

The Board of Commissioners created Fayette County Street Light Districts in September 1983. The street light ordinance was amended in November 2014, to require a \$100 application fee and prepayment of two (2) years worth of street light bills, to cover expenses incurred by Fayette County until the charges could be recouped with the tax bills.

The estimated monthly charge is \$298.50. Liberty North has paid the \$100 application fee, the first two (2) years prepayment for street lights and presented a petition representing 100% approval in Liberty North.

The anticipated street light assessment for the twenty eight (28) parcels in the Liberty North street light district on the 2025 Property Tax Bill is \$154 per parcel.

**What action are you seeking from the Board of Commissioners?**

Approval to add Liberty North subdivision to Fayette County's Street Light Program.

**If this item requires funding, please describe:**

These additional lights will cost \$298.50 per month per Georgia Power. Liberty North has prepaid the amounts required to become a street light district until the cost may be added onto the property tax bill and the county reimbursed.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

# FAYETTE COUNTY PETITION FOR STREET LIGHTING

WE, THE UNDERSIGNED, ALL BEING PROPERTY OWNERS OF THE STREET LIGHT DISTRICT Liberty North S/D, DO HEREBY PETITION THE FAYETTE COUNTY BOARD OF COMMISSIONERS FOR THE PLACEMENT OF STREET LIGHTS THROUGH OUR SUBDIVISION OR STREET(S).

EACH OF US DOES HEREBY PLEDGE AND CONSENT TO THE LEVYING OF A LIEN BY FAYETTE COUNTY AGAINST PROPERTY WE OWN FOR THE PURPOSE OF PAYMENT OF THE COST OF AND OPERATING THE STREET LIGHTS. THERE ARE 28 NUMBER OF LOTS CURRENTLY EXISTING IN STREET LIGHT DISTRICT Liberty North S/D, AND EACH OWNER AS SHOWN ON THE TAX RECORDS HAS AFFIRMATIVELY SIGNED THIS PETITION OR INDICATION FOR DISAPPROVAL IS NOTED HEREIN.

THIS PETITION REPRESENTS 28 AFFIRMATIVE VOTES, OR 100 % OF THIS DISTRICT TO BE EFFECTED IN THIS REQUEST. YOUR SIGNATURE ON THIS PETITION INDICATED THAT YOU HAVE READ AND FULLY UNDERSTAND THE REQUIREMENTS FOR APPROVAL OF A STREET LIGHT DISTRICT.

PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, THE UNDERSIGNED AFFIANT, WHO SAYS ON OATH THAT HE, SHE IS ONE OF THE SUBSCRIBING WITNESSES TO THE WITHIN INSTRUMENT; THAT EACH OF SAID WITNESSES SAY THE EXECUTION AND DELIVERY OF THE SAME BY EACH GRANTOR THEREIN FOR THE PURPOSE SET FORTH; AND THAT EACH OF SAID WITNESSES SIGNED THE SAME AS PURPORTED.

SWORN TO AND SUBSCRIBED BEFORE ME,  
THIS 17<sup>th</sup> DAY OF October, 2024.

  
\_\_\_\_\_  
(SUBSCRIBING WITNESS)

  
\_\_\_\_\_  
NOTARY PUBLIC  
FAYETTE COUNTY, STATE OF GEORGIA



**REQUIREMENTS FOR APPROVAL OF A STREETLIGHT DISTRICT**

In order for a Streetlight District to be formed, the following steps are necessary:

1. Obtain Petition Forms from the Environmental Management Department.

All property owners in the subdivision must be contacted and they must sign "Yes" or "No" concerning the installation of street lighting and billing by Fayette County upon their tax bills. Only the property owner's signature will be accepted. If both husband and wife are joint legal owners, both signatures will be required - a "Mr. & Mrs." signature is not acceptable. Each owner must sign individually. In the event that a property owner cannot be personally contacted, the receipt from a registered letter will be accepted. No signature may be withdrawn from the Petition after it is filed with the County Engineer's Office. The purpose of the witness' signature is to verify the property owner's signature, if in question. Percentages will be calculated based on individual lots whose owners sign affirmatively, divided by the total number of platted lots in the district. The petition must contain not less than ten (10) property owners representing not less than sixty-six and two-thirds percent (66-2/3%) affirmative signatures of the property owners within the district to be established. A petition may however, be brought by less than ten (10) property owners where such represents one hundred percent (100%) affirmative signatures of the property owners within the district to be established.

2. A diagram from the relevant electric company indicating where the district's street lights are installed, type of light, and estimated monthly cost for such lights.
3. The completed Petition and \$100 Application Fee is returned to Environmental Management where it is checked to ensure requirement compliance. The petition will be denied if it does not meet such requirements of a 66-2/3% affirmative vote. Petitions meeting requirements will be presented to the Board of Commissioners at an official Bi-Monthly Meeting for approval or disapproval.
4. Prepayment for the first two (2) years of electric costs to cover street light expenses until fees may be recouped on the property tax bill.

The objective of the Fayette County Street Lighting Program is to illuminate the streets of participating subdivisions in accordance with standards of the American National Standard Practice for Roadway Lighting, 1973. It is not the objective of this program to illuminate private property.

The Fayette County Street Lighting Program will be administered by the County Environmental Management's Office, 140 Stonewall Avenue West, Suite 203, Fayetteville, GA 30214. Telephone: (770)305-5410.

There are two power companies serving Fayette County: Georgia Power Company and Coweta-Fayette EMC. Their rates vary slightly.

In order for a Developer to have a proposed subdivision approved as a Streetlight District, the plat for such subdivision must be approved and made a part of the County's Official Tax Records.

Property owners within a street light district will be billed annually on their County Tax Bill for the previous year's use of lights. Cost for street lighting shall be annual operating costs plus a 20% Administration Fee. The charges shall be levied on a "per lot" basis.



# FAYETTE COUNTY STREET LIGHTING PROGRAM SIGNATURE SHEET

1-28

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Fayette Liberty North, LLC

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)


\_\_\_\_\_  
Signature 

\_\_\_\_\_  
Signature

**Yes**   **No**   (Check yes or no for each Address signature)

\_\_\_\_\_  
  
Witness

\_\_\_\_\_  
Lot #(s)

\_\_\_\_\_  
Property Owner(s)

\_\_\_\_\_  
(Street & No.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Yes**   **No**   (Check yes or no for each Address signature)

\_\_\_\_\_  
Witness

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the second amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

**Background/History/Details:**

Judicial Correction Services (JCS), the probation company for State Court, provides probation supervision and rehabilitation services.

The proposed Amendments simply extend the periods of service of the Agreements, beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms. Supervision fees will remain at their current levels for 2025.

**What action are you seeking from the Board of Commissioners?**

Approval of the second amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2025 and terminating December 31, 2025, with an option to renew for five (5) additional one-year terms.

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**State of Georgia  
County of Fayette**

**AMENDMENT TO THE PROBATION SERVICES AGREEMENT  
BY AND BETWEEN FAYETTE COUNTY, GEORGIA  
AND JUDICIAL CORRECTION SERVICES, LLC (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Probation Services Agreement pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County Magistrate Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Agreement;

WHEREAS, the Agreement between Fayette County and JCS contemplates renewal as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Agreement and hereby incorporate this Amendment into said Agreement:

**RENEWAL OF THE PERIOD OF SERVICE**

This Amendment shall serve as a renewal of the period of service contemplated by the original Agreement as follows:

The Agreement shall be renewed for a period of one year beginning January 1, 2025 and terminating December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**FAYETTE COUNTY BOARD OF COMMISSIONERS**

**JUDICIAL CORRECTION SERVICES, LLC.**

\_\_\_\_\_  
Lee Hearn, Commission Chairman

\_\_\_\_\_  
Thomas S. York, COO

**APPROVED BY THE FAYETTE COUNTY MAGISTRATE COURT:**

*Consented to by [Signature]*  
\_\_\_\_\_  
Robert A. Ruppenthal, Chief Judge

*\*Not binding on the County, but for consideration by the Fayette County Board of Commissioners if a contract should be entered between the County and Contractor.*

\*Not binding on the County, but for consideration by the Fayette County Board of Commissioners if a contract should be entered between the County and Contractor. RR

# COUNTY AGENDA REQUEST

Department:	<input type="text" value="State Court"/>	Presenter(s):	<input type="text" value="Steve Rapson, County Administrator"/>
Meeting Date:	<input type="text" value="Thursday, December 8, 2022"/>	Type of Request:	<input type="text" value="New Business"/>

**Wording for the Agenda:**

Request to approve the first amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2023 and terminating December 31, 2023, with an option to renew for five (5) additional one-year terms.

**Background/History/Details:**

Judicial Correction Services (JCS), the probation company for State Court, provides probation supervision and rehabilitation services. The amendments to the contract shall serve as a renewal of one year beginning January 1, 2023 and terminating December 31, 2023, with an option to renew for five (5) additional one-year terms.

The material changes are as follows:

- JCS agrees to increase the set aside for mental health cases from \$1.00 per case, per month, to \$1.25 per case, per month.
- The probation fee will change from \$35.00 per month to \$40.00 per month.
- The cost of ETG alcohol test screens will go from \$20.00 per month to \$35.00 per month (the original amount prior to the current contract was \$35.00 per month but due to a clerical error it was set at \$20.00 per month. JCS honored that amount for five years but are asking it be returned to \$35.00 per screen).

**What action are you seeking from the Board of Commissioners?**

Approval of the first amendment and renewal of a contract between Fayette County and the Judicial Correction Services (JCS), LLC for probation supervision and rehabilitation services beginning January 1, 2023 and terminating December 31, 2023, with an option to renew for five (5) additional one-year terms.

**If this item requires funding, please describe:**

Has this request been considered within the past two years?	<input type="text" value="No"/>	If so, when?	<input type="text"/>
Is Audio-Visual Equipment Required for this Request?*	<input type="text" value="No"/>	Backup Provided with Request?	<input type="text" value="Yes"/>

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance	<input type="text" value="Yes"/>	Reviewed by Legal	<input type="text" value=""/>
Approved by Purchasing	<input type="text" value="Not Applicable"/>	County Clerk's Approval	<input type="text" value="Yes"/>
Administrator's Approval	<input type="text" value=""/>		

**Staff Notes:**

Judicial Correction Services, LLC  
Probation Services Agreement

Fayette County, Georgia

This Agreement is made by and between Judicial Correction Services, LLC organized under the laws of the State of Georgia, with its principal business at 195 Bradford Square, Fayetteville, Georgia, 30215 hereinafter called "Contractor" and Fayette County, Georgia hereinafter called "County", upon the request and consent of the Chief Judge of State Court of Fayette County, Georgia herein after called "Court". This agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of O.C.G.A. § 42-8-101.

Witnesseth:

Whereas, the County has been duly authorized to establish service for a private probation system for the supervision of probationers as ordered by the Fayette County State Court, and to collect restitution, fines, and fees as ordered by the Chief Judge of Fayette County State Court, Jason B. Thompson; and

Whereas, the County wishes to enter into an agreement with the Contractor to provide probation services upon the terms and conditions set forth herein with approval from the Court.

Now therefore, and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which is acknowledged by the parties hereto, the County enters into the agreement with the Contractor to provide probation services for the jurisdiction of Fayette County upon the terms, covenants, and agreements as set forth herein.

Scope of Services and Responsibilities of Contractor

In consideration of the obligations of the County and the Court, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

- a. Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules, and regulations promulgated by the Department of Community Supervision and the Misdemeanor Oversight Unit.
- b. Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement. These records, files, and papers shall be available only to the Judge of the Court handling the case, the Department of Audits and Accounts, the Department of

- Supervision and upon transfer of supervision to the State, to the Georgia Department of Corrections or the Department of Community Supervision.
- c. Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.
  - d. Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload of a probation officer. In accordance with O.C.G.A. 42-8-107, any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard four-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of training and orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the Department of Community Supervision Board of Directors, hereinafter referred as the Board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipal, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer.
  - e. Intake, Administrative, and Intern Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer assistance to a private probation officer or the Contractor. Any such person shall be at least 18 years of age at the time of appointment to the position of intake officer, administrative staff, or intern and shall have completed a standard high school diploma or its equivalent.
  - f. Criminal History Check. Contractor shall have a criminal history records check made of all staff and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.
  - g. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 200 probationers per probation officer for intensive supervision. There are no caseload size limitations regarding pay-only cases. Probation Officers shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases.
  - h. Location Place of Business. Contractor shall maintain an office in Fayette County, Georgia for meeting with and the provision of services to probationers.

- B. Reports. Contractor shall provide a quarterly report to the State Court Judge, the County, and the Board. This report shall contain the number of probationers under supervision; the amount of restitution, fines, and statutory surcharges collected; the amount and nature of all fees collected ( including but not limited to fees collected for supervision, rehabilitation and program classes, electronic monitoring, drug or alcohol detection devices, and drug testing); the number of community service hours performed by probationers under supervision; a listing of all other services for which a probationer was required to pay to attend; the number of probationers for whom supervision or rehabilitation has been terminated; the reason for any termination of supervision or rehabilitation; and the number of warrants issued during the quarter, in such detail as requested.
- C. Tender of Collections. Contractor shall tender to the Clerk of the Court of Fayette County, Georgia, hereinafter referred as the Clerk, a report of collections and all fines, fees, and costs collected during the month from probationers by the 9<sup>th</sup> day of the following month. Restitution shall be paid to the victim by the 10<sup>th</sup> day of the month following collection, unless the Court orders payment to the Clerk, and then it shall be paid as such other collections are paid to the Clerk. In the event the Contractor cannot locate the victim, payment shall be made to the Clerk. Contractor shall credit payments of funds in the following order of priority: 1) restitution, 2) fines, 3) courts costs and statutory surcharges, 4) probation fees, class and rehabilitation fees, drug and alcohol testing fees, and all other probation services rendered to the probationer. Contractor shall not retain or profit from any restitution, fines, court costs, or statutory surcharges collected from probationers except the probation fees authorized by this Agreement as set forth in the Schedule of Fees attached hereto as "Exhibit A".
- D. Access to Contractor Records.
- a. All records shall be open to inspection upon the request of the County, Court, the Department of Audits and Accounts, an auditor appointed by the County Commission, the Department of Corrections, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board's Fiscal Auditor. Contractor may be requested by the County or the Court to audit its records and books pertaining to the services rendered to the Court. A written copy of this audit shall be provided to the Court and the County within 3 months of the close of the audit.
- E. Conflicts of Interest per O.C.G.A. 42-8-109
- a. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
  - b. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

- c. No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.
- F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:
- a. Court Attendance and Probationer Case History. During all court sessions, Contractor shall make available an intake officer or probation officer to interview each probationer to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the intake or probation officer shall provide a list of all service fees to the probationer.
  - b. Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.
  - c. Restitution, Fine, Statutory Surcharges, and Fee Collection. Contractor shall collect restitution, fines, statutory surcharges, probation supervision fees, class and rehabilitation fees, drug and alcohol testing fees as ordered by the Court. Contractor shall provide an itemized bill for each of the above listed collections, prepared in accordance with accepted accounting practices, each month.
    - i. Indigent Probationers. Offenders determined by the Court to be indigent in accordance with O.C.G.A. § 42-8-102 shall be supervised at no cost to the probationer, the Court, or the County.
    - ii. Contractual Split of Payments. Each payment received from the probationer, if paid in accordance with the monthly schedule set forth by the probation officer on the initial first appointment, shall be applied according to the restitution, fines, statutory surcharges, court costs, class and rehabilitation fees, and drug and alcohol testing fees as ordered by the Court.
    - iii. Pay Only Probation. Offenders who are placed on probation sentences as outlined in O. C.G.A. 42-8-103 shall pay only three (3) months of probation fees regardless of the number of concurrent or consecutive cases. Fees and cases shall be terminated when paid in full unless the Court so modifies the sentence.
    - iv. Consecutive cases. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. 42-8-103.1.
      1. In the event a probationer makes a payment that is less than the amount specified by the probation officer during the initial appointment with that probationer, the amount collected will be distributed proportionately between the Court and the Contractor. The Court will receive 70% of that collected fee for restitution, fines, statutory surcharges. The Contractor will receive 30% of



- that collected fee for probation supervision, class and rehabilitation fees, drug and alcohol screens. This split shall not apply to fees due for intensive drug and alcohol testing (described in subsection F(c)(iv)(2) hereof), pay-only cases (described in subsection F(c)(iii) hereof), and class and rehabilitation fees (described in subsection F(c)(iv)(3) hereof).
2. Payment for Intensive Drug and Alcohol Testing. If a probationer is ordered by the Court to undergo intensive drug and alcohol testing, the probationer will be required to pay for the drug and alcohol testing as set in the schedule of fees, attached hereto as Exhibit A, at the time the tests are rendered. This payment shall be a one payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
  3. Payment for Class and Rehabilitative Fees. If a probationer is ordered by the Court to attend class and rehabilitative courses he/she is required to pay for the cost of the courses, as set by the schedule of fees (Exhibit A attached hereto), at the time that he/she attends the course. This payment shall be a onetime payment not subject to the contractual split of payments set out in F(c)(iv)(1) above. The Contractor shall make every effort to keep the probationer in compliance with normal monthly payments towards restitution, fine, and statutory surcharges.
  4. In no instance or under any circumstances will any court monies be moved or transferred from the Court's account to supervision fees without express permission and a corresponding order from the Court.
  5. In no instance will any probation fees or drug and alcohol testing fees be collected by the Contractor performance of the of the supervision services or drug and alcohol testing.
- d. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of O.C.G.A. 17-10-1. Contractor will maintain records of service participation.
- i. Rate of Conversion. The current rate of community service conversion for fines, statutory surcharges, and probation supervision fees is \$10.00 per hour. The Court may amend this provision with an order from the Court. The minimum rate shall be Federal minimum wage or \$10.00 per hour, whichever is higher after this Agreement is signed.
  - ii. Location of Community Service. For probationers assigned to community service for court ordered hours, for conversion of fines, for statutory surcharges, and/or supervision fees, the probation officer will instruct the probationer to complete said hours in Fayette County, Georgia. If a

probationer is unable to comply, then the probation officer will require twenty (20) hours of community service to be done in Fayette County, Georgia and then may transfer the remaining hours to a community service organization local to the probationer, if approved by the probation supervising officer. In the event a probationer cannot travel to Fayette County, Georgia for community service obligations, then the probation supervising officer may request the Court allow a full transfer of community service obligations. The Court, in its discretion, may assent or refuse such requests.

- e. Employment Assistance. Contractor shall prepare referrals and lend reasonable assistance to probationers to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.
- f. Drug and Alcohol Testing. Contractor shall not use drug and alcohol screening devices. Contractor shall use drug and alcohol tests. Contractor shall conduct drug and alcohol testing as determined necessary by the Court. The probationer shall be responsible for the costs of all drug and alcohol testing.
  - i. Intensive Drug and Alcohol Testing. For intensive testing as set by the Court, the probationer shall pay for drug and alcohol testing weekly as set by the schedule of fees.
- g. Substance Abuse and Mental Health Evaluations and Rehabilitative Services. Contractor shall coordinate with local authorities and facilities for the evaluation and assessment of probationers for drug and alcohol rehabilitation services, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance.
- h. Electronic Monitoring. Contractor, when so ordered by the Court, shall provide to the probationer a list of third party electronic monitoring or house arrest providers for the monitoring of said probationers.
- i. Reports of Violations of Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationers have failed substantially to comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants, orders, and revocation hearings for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings, and other such hearings as deemed reasonable and necessary by the Court. Minor violations of probation, although not cause for revocation, shall be included in regular reports made to the Court if requested under this Agreement. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.
  - i. The supervising probation officer will instruct the probationer how to comply with the Court's ruling in reference to sentencing or revocation of probation.
- j. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background

examination, 3) a criminal history check through the Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The cost for pre-sentence investigations will be \$100 per report to be paid by the Court to the Contractor.

- k. The Contractor may recommend as set forth in O.C.G.A. 42-8-103.1. (a) & (b) to the Court early termination or non-reporting probation. A probationer will not be assessed probation supervision fees if such a request is granted by the Court.
- l. The Contractor will set aside one dollar (\$1) per case per month supervised of its supervision fees into an Indigent Mental Health Fund. These set-aside funds may be used for indigent probationers requiring mental health and/or substance abuse evaluation and/or treatment as determined by the Court and through a provider agreed on by the Court and the Contractor. The set aside funds shall be capped at forty thousand dollars. Should the account fall below said cap the set aside shall commence until such cap is attained. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.
  - i. The monies set aside from the fees collected from probationers will be deposited no later than the 9<sup>th</sup> day of every month. These fees shall be deposited into a separate bank account owned by the Contractor.
  - ii. At the Court's discretion, the Court will submit written check requests, in a format mutually acceptable to both parties and signed by the Court, to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.
  - iii. The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.
- m. When the Court sentences a probationer to the "Jail Tour" as a special condition of probation, the Contractor will collect a \$65 onetime fee from the probationer. This money will be a set-aside fund that the Contractor will manage. These set-aside funds may be only used for purchasing supplies, providing updates to the curriculum, and paying any Fayette County employee who supervises the class known as "Jail Tour" at a rate to be determined by the Fayette County Jail. Funds will accrue monthly and any unused funds in any given month will carry forward for the annual fiscal year.

The monies set aside from the fees collected from probationers will be deposited no later than the 9<sup>th</sup> day of every month. "Jail Tour" fees shall be deposited into a separate bank account owned by the Contractor.

At the Court's and/or Fayette County Jail's discretion, the Court or Fayette County Jail will submit written check requests, in a format mutually acceptable to both parties and signed by the Court or Jail to the Contractor for processing and payment. Both the Court and the Contractor agree that no verbal or unsigned written requests will be processed.

The Contractor will reconcile the account and update the Court on the balance as necessary. The Contractor cannot withdraw any funds from this account other than those approved in writing by the Court. Bank fees assessed to the account, including check printing, will be borne by the fund.

- G. In accordance with O.C.G.A. §15-18-80, the solicitor is authorized to create and administer a Pretrial Intervention and Diversion Program for offenses within the jurisdiction of the Court. The purpose of such program is to provide an alternative to prosecuting offenders in the criminal justice system. Upon the request of the office of the solicitor and with the advice and express written consent of the solicitor, which is now given, the County designates JCS as the sole private entity to be used for the purpose of monitoring program participants' compliance with a Pretrial Intervention and Diversion Program. Fees for monitoring services are payable not by the County, but by sentenced offenders. Entry into the Pretrial Intervention and Diversion Program shall be at the discretion of the solicitor.

#### Obligations of the Court or Governing Authority

In consideration for the services of Judicial Correction Services, the Contractor, the Fayette County State Court of Georgia, the Court, shall provide the following:

- H. For regular probation supervision according to the order of the Court, probationer shall pay a fee of \$35 per month.
- I. For intensive probation supervision according to the order of the Court, probationer shall pay a fee of \$50 per month.
- J. Contractor shall collect such probation fee for each month or portion of a month a probationer is under probation supervision. During the term of the Agreement and the Contractor's satisfactory performance, the Court shall refer all probationers to serve time on probation to the Contractor for purposes of probation supervision services.
- K. Probation Fee. The Court shall make payment of the probation fee as listed in this agreement a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.
- L. Pre-Sentencing Investigations. When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to the Contractor \$100 for each report.
- M. Access to Criminal Histories. The Court shall assist the Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence investigations as may be requested.
- N. Notice of Court Sessions. The Court shall provide the Contractor notice of the current yearly schedule of court sessions by December 21<sup>st</sup> of the previous year. The Court shall

provide the Contractor a general court calendar or notice of changes in the schedule of court sessions by 5 PM of the previous day.

- O. Court Facilities. The Court and the Clerk shall provide to the Contractor an area, as available, for the purpose of conducting initial interviews and orientation with the probationer on the day of sentencing.
- P. Period of Service. The services to be performed under this Contract shall commence on January 1, 2018. The initial term of this Contract shall be through December 31, 2018. This Contract shall terminate absolutely and without further obligation on the part of the County on December 31 of each succeeding and renewed year, as required by O.C.G.A. §36-60-13, as amended, unless terminated earlier in accordance with the termination provisions of this Contract. This Contract may be automatically renewed on an annual basis for four (4) additional twelve-month terms, for a total lifetime Contract term of five (5) years, upon the same terms and conditions as provided for in this Contract, unless previously terminated. This Contract will terminate on December 31, 2022. The County shall have the option to renew the contract for five (5) additional one-year intervals provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County. Either party may terminate this Agreement upon thirty (30) days written notice. The Court or the County may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of voluntary or involuntary case in bankruptcy. Within sixty (60) working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by the Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to the Contractor by the Court. Contractor shall turn over to the Clerk any monies collected or received, less supervision fees, validly incurred and duly owing to the Contractor through the termination date. Any restitution, fines, statutory surcharges, or court costs received by the Contractors from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk, other than fees earned by the Contractor. The Court shall provide the Contractor receipt for all property surrendered under this provision.

#### Indemnity, Insurance, and Bonding Obligations of Contractor

- Q. Insurance and Bond. Upon registration application to operate a private probation entity, the Contractor must include written evidence of general liability insurance coverage of at least one million (\$1,000,000). This insurance must be maintained at all times while providing services.
- R. Bonding. The Contractor shall include written evidence of bonding coverage of at least twenty-five thousand (\$25,000).
- S. Indemnification. Neither the Court nor the County shall be liable to the Contractor nor to anyone who may claim a right resulting from any relationship with Contractor, for any acts of the Contractor, its employees, agents, or participants in the performance of services conducted on the property of the County. Contractor shall indemnify and hold harmless the Court and County from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or

in connection with the services performed by the Contractor or its employees and agents under the terms of this Agreement.

#### Representations and Warranties of Contractor

- T. **Deficiency in Service by Contractor.** In the event that the Court and County determine that there are deficiencies in the services provided by the Contractor hereunder, the Court and the County may terminate this Agreement in accordance with item P or notify the Contractor in writing as to the exact nature of such deficiency. Within sixty (60) days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and County satisfaction, then either may declare the Contractor in default and may terminate this Agreement.
- U. **Time is of the Essence of this Agreement.**
- V. **Compliance with the Law.** The Contractor shall comply with all federal, state, and local laws statutes, regulations, and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.
- W. **Independent Contractor.** Contractor is an independent contractor and is not an agent, joint venture, or other affiliate of the Court or County in any way. Contractor shall use its own employees and agents to perform this Agreement. It is agreed that the Contractor is solely responsible for all payment of federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation thereof. The Contractor agrees to indemnify and hold harmless the Court and the County from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the County.
- X. **Entire Agreement.** This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the County, and the Contractor.
- Y. **Binding Agreement.** This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.
- Z. **Subcontractors.** Aside from the drug and alcohol testing and electronic monitoring mentioned above, the Contractor may not delegate, assign, or subcontract any obligation, of the Contractor's performance under the Agreement and may not assign any right under this Agreement without the Court's approval. The Court has discretion in this regard and this discretion shall be absolute. Any notices made in accordance with this Agreement


except as otherwise set out in item N, shall be in writing and shall be made in person, by registered mail, or certified mail, return receipt requested, to the Contractors.

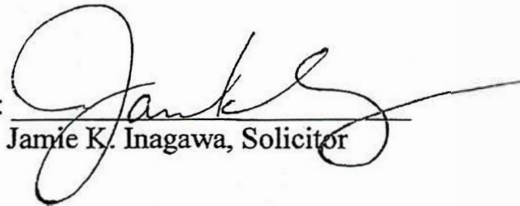
In witness whereof, the parties hereto have executed this agreement on the 13<sup>th</sup> day of December, 20 18.

JUDICIAL CORRECTION  
SERVICES, LLC.

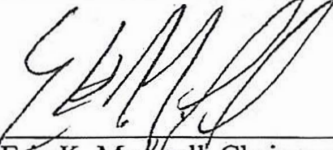
By:   
Director

STATE COURT  
FAYETTE COUNTY, GEORGIA

By:   
Jason B. Thompson, Judge

By:   
Jamie K. Inagawa, Solicitor


BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

By:   
Eric K. Maxwell, Chairman

(SEAL)



ATTEST:

  
Tameca P. White, County Clerk

Approved as to form:

  
County Attorney

Exhibit A  
Schedule of Fees

List of fees and the amount to be collected:

1. Probation Supervision Fee: \$35 per month
2. Intensive Probation Supervision Fee: \$50 per month
3. Start Up Fee: \$15 per case
4. Victim Impact Panel Class Fee: \$15
5. Me & My Driving Class: \$65
6. Restorative Justice: \$65
7. Anger Management: \$25 per book and \$200 total for the class
8. Moral Recognition Training: \$25 per book and \$200 total for the class
9. Family Violence Intervention Program: \$25 per book, \$25 per assessment, \$20 fee paid to Promise Place and \$20 fee paid to Georgia Commission on Family Violence, \$25 per class
10. 6 panel drug test: \$25 per test
11. ETG alcohol test: \$20 per test
12. Comprehensive test: \$75 per test
13. Test Retest: \$75 per retest
14. Confirmatory test by independent laboratory: \$40 per test
15. On Site Alcohol Test: \$10.00 per test
16. On Site Laboratory Test and Confirmation: \$50.00 per test
17. Pre-trial diversion supervision: \$45 per month
18. Jail Tour: \$65 per tour



**State of Georgia  
County of Fayette**

**AMENDMENT TO THE CONTRACT FOR PROBATION  
SUPERVISION AND REHABILITATION SERVICES  
BY AND BETWEEN FAYETTE COUNTY, GEORGIA  
AND JUDICIAL CORRECTION SERVICES, LLC. (JCS)**

WHEREAS, Fayette County and JCS have previously entered into a Contract for Probation Supervision and Rehabilitation Services pursuant to which the County has retained JCS to coordinate and provide certain probation services to the Fayette County State and Court; and

WHEREAS, Fayette County and JCS desire to amend the terms of said Contract;

WHEREAS, the contract between Fayette County and JCS contemplate annual renewals as outlined below:

“The County shall have the option to renew the contract for five (5) additional one-year terms provided that the service is satisfactory, both parties are willing to renew, and the renewal is approved with the written consent of the County.”

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Fayette County and JCS do hereby enter into this Amendment of said Contract and hereby incorporate this Amendment into said Contract:

**RENEWAL OF THE PERIOD OF SERVICE**

This amendment shall serve as a renewal of the period of service contemplated by the original Contract as follows:

The contract shall be renewed for a period of one year beginning January 1, 2023 and terminating December 31, 2023.

**MODIFICATION OF THE INDIGENT MENTAL HEALTH FUND**

This amendment shall serve as a modification of the Indigent Mental Health Fund contractual provision:

Contractor shall set aside (\$1.25) per case per month of its supervision fees into an Indigent Mental Health Fund.

The set aside funds shall be capped at fifty thousand dollars.

### **MODIFICATION OF SCHEDULE OF FEES**

This amendment shall serve as a modification of Schedule of Fees contemplated by the original contract as follows:

-Probation Supervision Fee: \$40.00 per month

-ETG Alcohol Test: \$35.00 per test

IN WITNESS WHEREOF, the parties hereto have executed this Amendment this  
17<sup>th</sup> day of February, 2023.

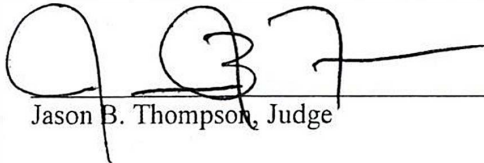
FAYETTE COUNTY BOARD OF  
COMMISSIONERS

  
\_\_\_\_\_  
Lee Hearn, Commission Chairman

JUDICIAL CORRECTION  
SERVICES, LLC.

  
\_\_\_\_\_  
Thomas S. York, COO

APPROVED BY THE FAYETTE COUNTY STATE COURT:

  
\_\_\_\_\_  
Jason B. Thompson, Judge

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of the proposed Micro Surfacing Project Agreement between the Town of Brooks and Fayette County.

**Background/History/Details:**

Town of Brooks is requesting 1.40 miles of streets within Brooks to be included with a Unincorporated Fayette County Crack Seal Project.

Per this agreement Fayette County will:

- 1.) Procurement of a contractor
- 2.) Project Management and Inspection
- 3.) Arrange a Contractor to perform Micro Surfacing Service per Georgia Department of Transportation (GDOT) Specifications

Town of Brooks will:

- 1.) Reimburse Fayette County for all costs of the Town road sections once the Project is completed.

Estimated value of the work is \$123,250.

**What action are you seeking from the Board of Commissioners?**

Approval of the proposed Micro Surfacing Project Agreement between the Town of Brooks and Fayette County.

**If this item requires funding, please describe:**

Funds for this project are available in the Roads Dept. Technical Services budget. All costs for work that is performed in the Town limits of Brooks will be reimbursed to the County by the Town of Brooks.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Once approved, Finance will create a new revenue and expense account for these costs. Reimbursement from the Town of Brooks will be deposited into a General Fund revenue account.  
Staff - create expense in Road Technical Services with project code BROOK and a revenue account with the same project code.

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**MICRO SURFACING PROJECT AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the TOWN OF BROOKS, a municipal corporation lying wholly or partially within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as “the Town”, and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as “the County” to provide one-time pavement maintenance, a/k/a, crack sealing, surface treatment, scrub seal, and micro surfacing, within the corporate limits of the Town, hereinafter referred to as the “Agreement.”

**WITNESSETH:**

WHEREAS, the County and the Town desire to place crack sealing, surface treatment, scrub seal, and micro surfacing within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and Town desire to coordinate their efforts, as hereinafter provided, in the pavement project plan that are listed on the attachment to this Agreement known as Special Stipulations. Said Special Stipulations are hereby adopted into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Town and the County do hereby agree as follows:

1.

The County agrees to provide the contractor procurement and project management for the crack sealing, surface treatment, scrub seal, and micro surfacing project, which have been identified in the Special Stipulations attachment.

2.

The Town and the County agree that the Roads identified on the Special Stipulations are part of the Town road system and, as such, shall be completely and solely within the Town's jurisdiction and control. The pavement of the Roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the Road within the Town. In no manner shall the portion of the Road(s) within the Town be deemed a County Road. Unless otherwise agreed, the maintenance and repair of the portion of the Road(s) within the Town, other than the crack sealing, surface treatment, scrub seal, and micro surfacing contemplated herein, shall be the sole responsibility of the Town.

3.

The Town warrants that it owns or has rights to maintain the portion of the Road(s) within the Town and further warrants that the performance of work on that portion of the Road(s) within the Town will not violate any restrictions, covenants, local or state law.

4.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the crack sealing, surface treatment, scrub seal, and micro surfacing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the crack sealing, surface treatment, scrub seal, and micro surfacing on that portion of the Roads within the Town, which are not incurred or suffered due to the negligence of the Town.

5.

Any additional terms and conditions which may exist between the parties may be found on the Special Stipulations attachment. To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in the Special Stipulations, the parties agree that any terms and conditions in the Special Stipulations supersede any terms and conditions within this Agreement.

6.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

7.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first above written.

FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

Attest:

\_\_\_\_\_  
Tameca P. Smith, County Clerk

TOWN OF BROOKS

(SEAL)

By: \_\_\_\_\_  
Daniel C. Langford, Mayor

Attest:

\_\_\_\_\_  
Lorey Spohr, Town Clerk



## Attachment A

## Special Stipulations

**TOWN OF BROOKS**

Town of Brooks is requesting to also be included in this scope of work, but quantities and projects will be invoiced separately.

- Scrub Seal and Micro Surfacing
  - Brooklet Way – 4,926 SY (0.39 miles) – Brooks Road to Dead End
  - Brookside Lane – 5,476 SY (0.43) – McIntosh Road to Dead End
  - Railroad Ave – 551 SY (0.08) – Hwy 85 Connector to Dead End
- Crack Sealing, Surface Treatment and Micro Surfacing
  - Carrington Lane – 6356 SY (0.50 miles) – Brooks Road to Dead End

**Bid Items (with inflation):**

Mobilization & Traffic Control – 1 LS

Crack Seal – 0.5 LM

Surface treatment – 6992 SY

Single application of micro surfacing – 19,040 SY

Scrub seal with Cover application – 12,048 SY

Estimated Total is \$123,250

Per this agreement, all Contractor costs shall be directly paid by Town of BROOKS.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of a Purchase Order in the amount of \$95,396.83 to Staples for office furniture at the new Fire Training Classroom Building at the Fire Training Facility; 340 Hewell Road, Jonesboro.

**Background/History/Details:**

The new Fire Training Facility will be completed by March 31, 2025. All office furniture is on a 10-12 week delivery lead time. The Project Team has been working with Staples, a pre-qualified preferred supplier with Georgia State Contract pricing for the offices / training rooms / break room furniture for the facility.

The furniture is not part of the MEJA scope of work but the Project has sufficient funds available.

The breakdown of the cost is as follows:

HON \$49,941.00

Kimbell \$45,455.83

TOTAL \$95,396.83

**What action are you seeking from the Board of Commissioners?**

Approval of a Purchase Order in the amount of \$95,396.83 to Staples for office furniture at the new Fire Training Classroom Building at the Fire Training Facility; 340 Hewell Road, Jonesboro.

**If this item requires funding, please describe:**

Funds for this project are available under P23AA - the uncommitted funds total \$1,485,551.55.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Colette Cobb 

Date: November 14, 2024

**Subject: Fire Training Facility – Office Furniture**

Contract 2337-P was issued on March 7, 2024, for the new Fire Training Classroom Building at the Fire Training Facility. This is the final phase of the Public Safety Training Facility at 340 Hewell Road, Jonesboro, which is the same site as the Fayette County Sheriff's Office Training Center.

Currently, the office furniture is on a 10-12 week delivery lead time. It is proposed to issue a purchase order to procure these items to Staples Contract & Commercial, Inc., under their State Contract #99999-SPD-SPD0000167. The Project Manager, Tim Symonds of Morgan Mill Consulting, has been working with the Staples regarding pricing for the offices, training rooms, and break room furniture for the facility. Please see the attached quotes.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	Fire Training Facility – Office Furniture	
<b>Type of Procurement</b>	Purchase Order	
<b>Contractor</b>	Staples Contract & Commercial Inc.	
<b>Procurement Amount</b>	\$95,396.83	
<b>Budget:</b>		
Fund	327	2023 SPLOST
Org Code	32730550	Fire SPLOST
Object	541210	Other Improvements
Project	P23AA	Fire/EMS Training Center Phase II
Available	\$1,485,551.55	As of 11/5/2024



**Connie Roach**  
 320 Tech Park Dirve  
 Lavergne  
 TN 37086  
 Phone: 336-848-6971  
 connie.roach@hitouchbusinessservices.com

# QUOTATION

Quote #: BI-356500

**SOLD TO:**

Tim Symonds  
 Fire Training Classroom Bldg  
 340 Hewell Rd

Jonesboro GA 30238  
 404-392-5791

**SHIP TO:**

Tim Symonds  
 Fire Training Classroom Bldg  
 340 Hewell Rd

Jonesboro GA 30238  
 404-392-5791

**Project:**

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-356500	11/1/2024		Tim Symonds Hewell Rd	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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**107 MULTIPURPOSE**

1	18	HMAGANG	Interlink IQ Elect Ganging Hardware	\$54.60	\$982.80
			<i>Tag For:</i> 107 MULTIPURPOSE		
2	18	HMVR-2460G-NS	Motivate Table Rect 24Dx60W 2mm Edge Nesting Base	\$648.96	\$11,681.28
			<i>Tag For:</i> 107 MULTIPURPOSE		
			.G1 4x8 Electrical Port		
			\$(L1STD) Grd L1 Standard Laminates		
			.LK1 Kingswood Walnut		
			.KI Kingswood Walnut		
			.C Caster		
			\$(P2) P2 Paint Opts		
			.T1 Platinum Metallic		
3	18	HPWRTRGH36	Cable Management Trough 36"W - Graphite Only	\$41.34	\$744.12
			<i>Tag For:</i> 107 MULTIPURPOSE		
4	6	HQB	Interlink IQ Power Base In-Feed	\$271.83	\$1,630.98
			<i>Tag For:</i> 107 MULTIPURPOSE		
5	18	HQH5-P-3P1B	MhoB G1 Pop-up Port for IQ 3 AC/1 Blank	\$195.78	\$3,524.04
			<i>Tag For:</i> 107 MULTIPURPOSE		
			.SVR Silver		

**Tag Subtotal : \$18,563.22**

**108 MULTIPURPOSE**

6	18	HMAGANG	Interlink IQ Elect Ganging Hardware	\$54.60	\$982.80
			<i>Tag For:</i> 108 MULTIPURPOSE		
7	18	HMVR-2460G-NS	Motivate Table Rect 24Dx60W 2mm Edge Nesting Base	\$648.96	\$11,681.28

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-356500	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
		<u>Tag For:</u>	108 MULTIPURPOSE		
		.G1	4x8 Electrical Port		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
		.KI	Kingswood Walnut		
		.C	Caster		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
8	18	HPWRTRGH36	Cable Management Trough 36"W - Graphite Only	\$41.34	\$744.12
		<u>Tag For:</u>	108 MULTIPURPOSE		
9	6	HQB	Interlink IQ Power Base In-Feed	\$271.83	\$1,630.98
		<u>Tag For:</u>	108 MULTIPURPOSE		
10	18	HQH5-P-3P1B	MhoB G1 Pop-up Port for IQ 3 AC/1 Blank	\$195.78	\$3,524.04
		<u>Tag For:</u>	108 MULTIPURPOSE		
		.SVR	Silver		
<b>Tag Subtotal :</b>				<b>\$18,563.22</b>	
<b>116 BREAKOUT ROOM</b>					
11	6	HMAGANG	Interlink IQ Elect Ganging Hardware	\$54.60	\$327.60
		<u>Tag For:</u>	116 BREAKOUT ROOM		
12	6	HMVR-2454G-NS	Motivate Table Rect 24Dx54W 2mm Edge Nesting Base	\$624.78	\$3,748.68
		<u>Tag For:</u>	116 BREAKOUT ROOM		
		.N	No Grommets		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LOFT	Loft		
		.LOFT	Loft		
		.C	Caster		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
<b>Tag Subtotal :</b>				<b>\$4,076.28</b>	
<b>117 BREAKOUT ROOM</b>					
13	6	HMAGANG	Interlink IQ Elect Ganging Hardware	\$54.60	\$327.60
		<u>Tag For:</u>	117 BREAKOUT ROOM		
14	6	HMVR-2454G-NS	Motivate Table Rect 24Dx54W 2mm Edge Nesting Base	\$624.78	\$3,748.68
		<u>Tag For:</u>	117 BREAKOUT ROOM		
		.N	No Grommets		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LOFT	Loft		
		.LOFT	Loft		
		.C	Caster		
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		

<b>BI / QUOTE #</b> BI-356500	<b>DATE</b> 11/1/2024	<b>CUSTOMER PO NO</b>	<b>MEMO ID</b> Tim Symonds Hewell Rd	<b>SALESPERSON</b> Connie Roach
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<u>Line #</u>	<u>Qty</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Sell \$</u>	<u>Ext Sell \$</u>
<b>Tag Subtotal :</b>				<b>\$4,076.28</b>	

**118 BREAK ROOM**

15	9	HTFXM29	Preside 29.5H X-Base for 36 & 42 Tops	\$296.00	\$2,664.00
		<i>Tag For:</i> 118 BREAK ROOM			
		\$(P2)	P2 Paint Opts		
		.T1	Platinum Metallic		
16	9	HTLD36	Preside 36" Round Shaped Laminate Top	\$222.00	\$1,998.00
		<i>Tag For:</i> 118 BREAK ROOM			
		.G	2MM/Flat		
		LOFT	Loft		
		.N	No Grommets		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LOFT	Loft		
<b>Tag Subtotal :</b>				<b>\$4,662.00</b>	

**ZLABOR**

17	1	LABOR	Receive, Deliver and Install During Normal Business Hours, Non Union, No Stairs.	\$0.00	\$0.00
		<i>Tag For:</i> ZLABOR			
<b>Tag Subtotal :</b>				<b>\$0.00</b>	
<b>Grand Total Sell :</b>				<b>\$49,941.00</b>	

----- **Special Instructions** -----

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

By signing this quote, the customer authorizes the procurement of the products and services contained herein. This sale is subject to the Staples Furniture Solutions Terms and Conditions attached.

<u>ACCEPTED BY</u>	<u>TITLE</u>	<u>DATE</u>	<u>PO NUMBER</u>
<b>Grand Total Sell :</b>			<b>\$49,941.00</b>

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-356500	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

#### FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

**1) PRICES OF PRODUCTS AND SERVICES.** Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

**2) TERM.** Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

**3) DESIGN.** Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

**4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

**5) RISK OF LOSS AND DAMAGE.** Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

**6) DELIVERY AND INSTALLATION.** If delivery and installation are part of this sale, the following provisions shall apply:

**A. Installation Site Condition** - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

**B. Installation Site Services** - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

**C. Special Packaging or Handling** - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

**D. Delivery/Installation** - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

**E. Storage Space** - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

**7) INSTALLATION DELAYS.** If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

**8) COMPLETION OF INSTALLATION.** Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

**9) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

**10) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

**11) PAYMENT.** Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-356500	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

**12) TAXES.** Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

**13) LIMITED WARRANTY.** Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

**14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

**15) CONFIDENTIALITY.** The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

**16) Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

**17) SECURITY INTEREST.** Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

**18) INDEMNIFICATION.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

**19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

**20) ASSIGNMENT.** Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

**21) INSURANCE.** Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

**22) Governing Law.** The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

**23) TERMS AND CONDITIONS OF AGREEMENT.** These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.





**Connie Roach**  
 320 Tech Park Dirve  
 Lavergne  
 TN 37086  
 Phone: 336-848-6971  
 connie.roach@hitouchbusinessservices.com

# QUOTATION

Quote #: BI-351079

**SOLD TO:**

Tim Symonds  
 Fire Training Classroom Bldg  
 340 Hewell Rd

Jonesboro GA 30238  
 404-392-5791

**SHIP TO:**

Tim Symonds  
 Fire Training Classroom Bldg  
 340 Hewell Rd

Jonesboro GA 30238  
 404-392-5791

**Project:**

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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**102 BULLPEN**

1	2	KIM K44MSPAM	MELORA,SIDE,MESH BACK,ARMS,UPHOLSTERED SEAT,MOBILE	\$607.11	\$1,214.22
			<i>Tag For:</i> 102 BULLPEN		
			490 CHROME FRAME BK BLACK MESH CFSB CF STINSON GRADE B WEF_23 WEFT JUNGLE		
				FRAME COLOR FRAME AND BACK MESH COLOR SEAT UPHOLSTERY GRADE SEAT UPHOLSTERY PATTERN COLOR	
2	1	KIM K44TMUFA	MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSEMBLED	\$750.19	\$750.19
			<i>Tag For:</i> 102 BULLPEN		
			BK BLACK FRAME BK BLACK MESH 2 GRADE 2 11903 DOLCE ARTESIAN 2DB 2D ARMS BLACK S4LSL SYNCHRO,FOUR LOCK,SLIDER 497 POLISHED ALUMINUM C46 BLACK HARD DUAL WHEEL		
				FRAME COLOR FRAME AND BACK MESH COLOR SEAT UPHOLSTERY GRADE SEAT UPHOLSTERY PATTERN COLOR ARM TYPE SYNCHRO CONTROL BASE COLOR/TYPE CASTER	
3	1	KIM WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	\$78.89	\$78.89
			<i>Tag For:</i> 102 BULLPEN		
			KN KONA		
				CHASSIS LAMINATE COLOR	
4	1	KIM WW2315PUBBFL	WAVEWORKS,23DX15W,PEDESTAL,BOX/BOX/FILE,UNDERSURFACE,LAM	\$508.13	\$508.13
			<i>Tag For:</i> 102 BULLPEN		
			74IR GROOVE,IRON X NO GROMMET KS1S SPECIFY 1 SILVER CORE SEPARATE KN KONA KN KONA		
				PULL GROMMET LOCK DRAWER/DOOR LAMINATE COLOR CHASSIS LAMINATE COLOR	
5	1	KIM WW2328EPL	WAVEWORKS,23DX28H,END PANEL,LAMINATE	\$168.56	\$168.56
			<i>Tag For:</i> 102 BULLPEN		
			X NO GROMMET X NO MODIFIED DEPTH (STANDARD) KN KONA		
				GROMMET MODIFIED DEPTH CHASSIS LAMINATE COLOR	

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
6	2	KIM WW2436LFM4L	WAVEWORKS,24DX36W,LATERAL FILE,FOUR DRAWER,LAMINATE	\$1,484.70	\$2,969.40
		<u>Tag For:</u>	102 BULLPEN		
		74IR	GROOVE,IRON	PULL	
		KS1S	SPECIFY 1 SILVER CORE SEPARATE	LOCK	
		KN	KONA	DRAWER/DOOR LAMINATE COLOR	
		KN	KONA	CHASSIS LAMINATE COLOR	
7	1	KIM WW2466WSSDL	WAVEWORKS,24DX66W,SURFACE,RECTANGULAR,HPL	\$292.04	\$292.04
		<u>Tag For:</u>	102 BULLPEN		
		M	MAIN	SUPPORT	
		VKN	SOFTENED,KONA	RIM PROFILE	
		CUT-G17R	CUTOUT-G17,RIGHT	GROMMET	
		X	NO WIRE MANAGER	WIRE MANAGER COLOR	
		X	NO MODIFIED DEPTH (STANDARD)	MODIFIED DEPTH	
		X	NO MODIFIED WIDTH (STANDARD)	MODIFIED WIDTH	
		STD	STANDARD LAMINATE	TOP LAMINATE GROUP	
		KN	KONA	LAMINATE COLOR	
8	1	KIM WW2472CMPTL	WAVEWORKS,24DX72W,COMPONENT TOP,HPL	\$294.00	\$294.00
		<u>Tag For:</u>	102 BULLPEN		
		VKN	SOFTENED,KONA	RIM PROFILE	
		STD	STANDARD LAMINATE	TOP LAMINATE GROUP	
		KN	KONA	LAMINATE COLOR	
9	1	KIM WW5108MPVL	WAVEWORKS,51WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	\$111.72	\$111.72
		<u>Tag For:</u>	102 BULLPEN		
		M	MAIN	SUPPORT	
		X	NO MODIFIED WIDTH (STANDARD)	MODIFIED WIDTH	
		KN	KONA	CHASSIS LAMINATE COLOR	
10	1	KIM NAC0236SUR	ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK	\$111.72	\$111.72
		<u>Tag For:</u>	102 BULLPEN		
11	1	KIM NACG17BELPGS	ACCESSORIES,G17B PIVOTING POWER/USB GROMMET,SILVER	\$230.79	\$230.79
		<u>Tag For:</u>	102 BULLPEN		
12	3	KIM NCCB102S	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 102	\$13.72	\$41.16
		<u>Tag For:</u>	102 BULLPEN		
<b>Tag Subtotal :</b>				<b>\$6,770.82</b>	
<b>103 OFFICE</b>					
13	2	KIM K44MSPAM	MELORA,SIDE,MESH BACK,ARMS,UPHOLSTERED SEAT,MOBILE	\$607.11	\$1,214.22
		<u>Tag For:</u>	103 OFFICE		
		490	CHROME FRAME	FRAME COLOR	
		BK	BLACK MESH	FRAME AND BACK MESH COLOR	
		CFSB	CF STINSON GRADE B	SEAT UPHOLSTERY GRADE	
		WEF_23	WEFT JUNGLE	SEAT UPHOLSTERY PATTERN COLOR	
14	1	KIM K44TMUFA	MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSEMBLED	\$750.19	\$750.19

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
		<u>Tag For:</u>	103 OFFICE		
		BK	BLACK FRAME	FRAME COLOR	
		BK	BLACK MESH	FRAME AND BACK MESH COLOR	
		2	GRADE 2	SEAT UPHOLSTERY GRADE	
		11903	DOLCE ARTESIAN	SEAT UPHOLSTERY PATTERN COLOR	
		2DB	2D ARMS BLACK	ARM TYPE	
		S4LSL	SYNCHRO,FOUR LOCK,SLIDER	SYNCHRO CONTROL	
		497	POLISHED ALUMINUM	BASE COLOR/TYPE	
		C46	BLACK HARD DUAL WHEEL	CASTER	
15	1	KIM WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	\$78.89	\$78.89
		<u>Tag For:</u>	103 OFFICE		
		KN	KONA	CHASSIS LAMINATE COLOR	
16	1	KIM WW2315PUFFL	WAVEWORKS,23DX15W,PEDESTAL,FILE/FILE,UNDERSURFACE,LAMINATE	\$508.13	\$508.13
		<u>Tag For:</u>	103 OFFICE		
		74IR	GROOVE,IRON	PULL	
		X	NO GROMMET	GROMMET	
		KS1S	SPECIFY 1 SILVER CORE SEPARATE	LOCK	
		KN	KONA	DRAWER/DOOR LAMINATE COLOR	
		KN	KONA	CHASSIS LAMINATE COLOR	
17	1	KIM WW2442WSSVDL	WAVEWORKS,24DX42W,SURFACE,RECT,VERT GRAIN,HPL	\$205.80	\$205.80
		<u>Tag For:</u>	103 OFFICE		
		E	EXTENSION	SUPPORT	
		VKN	SOFTENED,KONA	RIM PROFILE	
		CUT-G17C	CUTOUT-G17,CENTER	GROMMET	
		X	NO WIRE MANAGER	WIRE MANAGER COLOR	
		X	NO MODIFIED DEPTH (STANDARD)	MODIFIED DEPTH	
		X	NO MODIFIED WIDTH (STANDARD)	MODIFIED WIDTH	
		STD	STANDARD LAMINATE	TOP LAMINATE GROUP	
		KN	KONA	LAMINATE COLOR	
18	1	KIM WW2708MPVL	WAVEWORKS,27WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	\$60.27	\$60.27
		<u>Tag For:</u>	103 OFFICE		
		E	EXTENSION	SUPPORT	
		X	NO MODIFIED WIDTH (STANDARD)	MODIFIED WIDTH	
		KN	KONA	CHASSIS LAMINATE COLOR	
19	1	KIM WW3066DRFL1	WAVEWORKS,30DX66W,DESK,RIGHT PEDESTAL,BBF,HPL	\$1,333.29	\$1,333.29
		<u>Tag For:</u>	103 OFFICE		
		VKN	SOFTENED,KONA	RIM PROFILE	
		74IR	GROOVE,IRON	PULL	
		G11MBL	GROMMET,CINDER,LEFT	GROMMET	
		KS1S	SPECIFY 1 SILVER CORE SEPARATE	LOCK	
		STD	STANDARD LAMINATE	TOP LAMINATE GROUP	
		KN	KONA	LAMINATE COLOR	
		KN	KONA	DRAWER/DOOR LAMINATE COLOR	
		KN	KONA	CHASSIS LAMINATE COLOR	
20	1	KIM WW3668BCOFL	WAVEWORKS,36WX68H,BOOKCASE,OPEN,FREESTANDING,LAMINATE	\$593.39	\$593.39
		<u>Tag For:</u>	103 OFFICE		
		KN	KONA	CHASSIS LAMINATE COLOR	
21	1	KIM NACG17BELPGS	ACCESSORIES,G17B PIVOTING POWER/USB GROMMET,SILVER	\$230.79	\$230.79
		<u>Tag For:</u>	103 OFFICE		

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
22	2	KIM NCCB103S	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 103	\$13.72	\$27.44
			<i>Tag For:</i> 103 OFFICE		
				<b>Tag Subtotal :</b>	<b>\$5,002.41</b>
<b>104 OFFICE</b>					
23	2	KIM K44MSPAM	MELORA,SIDE,MESH BACK,ARMS,UPHOLSTERED SEAT,MOBILE	\$607.11	\$1,214.22
			<i>Tag For:</i> 104 OFFICE		
			490 CHROME FRAME FRAME COLOR BK BLACK MESH FRAME AND BACK MESH COLOR CFSB CF STINSON GRADE B SEAT UPHOLSTERY GRADE WEF_23 WEFT JUNGLE SEAT UPHOLSTERY PATTERN COLOR		
24	1	KIM K44TMUFA	MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSEMBLED	\$750.19	\$750.19
			<i>Tag For:</i> 104 OFFICE		
			BK BLACK FRAME FRAME COLOR BK BLACK MESH FRAME AND BACK MESH COLOR 2 GRADE 2 SEAT UPHOLSTERY GRADE 11903 DOLCE ARTESIAN SEAT UPHOLSTERY PATTERN COLOR 2DB 2D ARMS BLACK ARM TYPE S4LSL SYNCHRO,FOUR LOCK,SLIDER SYNCHRO CONTROL 497 POLISHED ALUMINUM BASE COLOR/TYPE C46 BLACK HARD DUAL WHEEL CASTER		
25	1	KIM WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	\$78.89	\$78.89
			<i>Tag For:</i> 104 OFFICE		
			KN KONA CHASSIS LAMINATE COLOR		
26	1	KIM WW2315PUFFL	WAVEWORKS,23DX15W,PEDESTAL,FILE/FILE,UNDERSURFACE,L AMINATE	\$508.13	\$508.13
			<i>Tag For:</i> 104 OFFICE		
			74IR GROOVE,IRON PULL X NO GROMMET GROMMET KS1S SPECIFY 1 SILVER CORE SEPARATE LOCK KN KONA DRAWER/DOOR LAMINATE COLOR KN KONA CHASSIS LAMINATE COLOR		
27	1	KIM WW2442WSSVDL	WAVEWORKS,24DX42W,SURFACE,RECT,VERT GRAIN,HPL	\$205.80	\$205.80
			<i>Tag For:</i> 104 OFFICE		
			E EXTENSION SUPPORT VKN SOFTENED,KONA RIM PROFILE CUT-G17C CUTOUT-G17,CENTER GROMMET X NO WIRE MANAGER WIRE MANAGER COLOR X NO MODIFIED DEPTH (STANDARD) MODIFIED DEPTH X NO MODIFIED WIDTH (STANDARD) MODIFIED WIDTH STD STANDARD LAMINATE TOP LAMINATE GROUP KN KONA LAMINATE COLOR		
28	1	KIM WW2708MPVL	WAVEWORKS,27WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	\$60.27	\$60.27
			<i>Tag For:</i> 104 OFFICE		
			E EXTENSION SUPPORT X NO MODIFIED WIDTH (STANDARD) MODIFIED WIDTH KN KONA CHASSIS LAMINATE COLOR		

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
29	1	KIM WW3066DRFL1	WAVEWORKS,30DX66W,DESK,RIGHT PEDESTAL,BBF,HPL	\$1,333.29	\$1,333.29
		<u>Tag For:</u>	104 OFFICE		
		VKN	SOFTENED,KONA	RIM PROFILE	
		74IR	GROOVE,IRON	PULL	
		G11MBL	GROMMET,CINDER,LEFT	GROMMET	
		KS1S	SPECIFY 1 SILVER CORE SEPARATE	LOCK	
		STD	STANDARD LAMINATE	TOP LAMINATE GROUP	
		KN	KONA	LAMINATE COLOR	
		KN	KONA	DRAWER/DOOR LAMINATE COLOR	
		KN	KONA	CHASSIS LAMINATE COLOR	
30	1	KIM WW3668BCOFL	WAVEWORKS,36WX68H,BOOKCASE,OPEN,FREESTANDING,LAMINATE	\$593.39	\$593.39
		<u>Tag For:</u>	104 OFFICE		
		KN	KONA	CHASSIS LAMINATE COLOR	
31	1	KIM NACG17BELPGS	ACCESSORIES,G17B PIVOTING POWER/USB GROMMET,SILVER	\$230.79	\$230.79
		<u>Tag For:</u>	104 OFFICE		
32	2	KIM NCCB104S	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 104	\$13.72	\$27.44
		<u>Tag For:</u>	104 OFFICE		
<b>Tag Subtotal :</b>				<b>\$5,002.41</b>	
<b>105 OFFICE</b>					
33	2	KIM K44MSPAM	MELORA,SIDE,MESH BACK,ARMS,UPHOLSTERED SEAT,MOBILE	\$607.11	\$1,214.22
		<u>Tag For:</u>	105 OFFICE		
		490	CHROME FRAME	FRAME COLOR	
		BK	BLACK MESH	FRAME AND BACK MESH COLOR	
		CFSB	CF STINSON GRADE B	SEAT UPHOLSTERY GRADE	
		WEF_23	WEFT JUNGLE	SEAT UPHOLSTERY PATTERN COLOR	
34	1	KIM K44TMUFA	MELORA,TASK,MESH BACK,UPHOLSTERED SEAT,FULLY ASSEMBLED	\$750.19	\$750.19
		<u>Tag For:</u>	105 OFFICE		
		BK	BLACK FRAME	FRAME COLOR	
		BK	BLACK MESH	FRAME AND BACK MESH COLOR	
		2	GRADE 2	SEAT UPHOLSTERY GRADE	
		11903	DOLCE ARTESIAN	SEAT UPHOLSTERY PATTERN COLOR	
		2DB	2D ARMS BLACK	ARM TYPE	
		S4LSL	SYNCHRO,FOUR LOCK,SLIDER	SYNCHRO CONTROL	
		497	POLISHED ALUMINUM	BASE COLOR/TYPE	
		C46	BLACK HARD DUAL WHEEL	CASTER	
35	1	KIM WW1527MPVL	WAVEWORKS,15WX27H,PEDESTAL BACK PANEL,VERT GRAIN,LAM	\$78.89	\$78.89
		<u>Tag For:</u>	105 OFFICE		
		KN	KONA	CHASSIS LAMINATE COLOR	
36	1	KIM WW2315PUFFL	WAVEWORKS,23DX15W,PEDESTAL,FILE/FILE,UNDERSURFACE,LAMINATE	\$508.13	\$508.13
		<u>Tag For:</u>	105 OFFICE		
		74IR	GROOVE,IRON	PULL	
		X	NO GROMMET	GROMMET	
		KS1S	SPECIFY 1 SILVER CORE SEPARATE	LOCK	
		KN	KONA	DRAWER/DOOR LAMINATE COLOR	

<b>BI / QUOTE #</b> BI-351079	<b>DATE</b> 11/1/2024	<b>CUSTOMER PO NO</b>	<b>MEMO ID</b> Tim Symonds Hewell Rd	<b>SALESPERSON</b> Connie Roach
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Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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			KN KONA CHASSIS LAMINATE COLOR		
37	1	KIM WW2442WSSVDL	WAVEWORKS,24DX42W,SURFACE,RECT,VERT GRAIN,HPL	\$205.80	\$205.80

Tag For: 105 OFFICE

E	EXTENSION	SUPPORT
VKN	SOFTENED,KONA	RIM PROFILE
CUT-G17C	CUTOUT-G17,CENTER	GROMMET
X	NO WIRE MANAGER	WIRE MANAGER COLOR
X	NO MODIFIED DEPTH (STANDARD)	MODIFIED DEPTH
X	NO MODIFIED WIDTH (STANDARD)	MODIFIED WIDTH
STD	STANDARD LAMINATE	TOP LAMINATE GROUP
KN	KONA	LAMINATE COLOR

38	1	KIM WW2708MPVL	WAVEWORKS,27WX8H,MODESTY PANEL,1/3 HEIGHT,VERT GRAIN,LAM	\$60.27	\$60.27
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Tag For: 105 OFFICE

E	EXTENSION	SUPPORT
X	NO MODIFIED WIDTH (STANDARD)	MODIFIED WIDTH
KN	KONA	CHASSIS LAMINATE COLOR

39	1	KIM WW3066DLFL1	WAVEWORKS,30DX66W,DESK,LEFT PEDESTAL,BBF,HPL	\$1,333.29	\$1,333.29
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Tag For: 105 OFFICE

VKN	SOFTENED,KONA	RIM PROFILE
74IR	GROOVE,IRON	PULL
G11MBR	GROMMET,CINDER,RIGHT	GROMMET
KS1S	SPECIFY 1 SILVER CORE SEPARATE	LOCK
STD	STANDARD LAMINATE	TOP LAMINATE GROUP
KN	KONA	LAMINATE COLOR
KN	KONA	DRAWER/DOOR LAMINATE COLOR
KN	KONA	CHASSIS LAMINATE COLOR

40	1	KIM WW3668BCOFL	WAVEWORKS,36WX68H,BOOKCASE,OPEN,FREESTANDING,LAMINATE	\$593.39	\$593.39
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Tag For: 105 OFFICE

KN	KONA	CHASSIS LAMINATE COLOR
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41	1	KIM NACG17BELPGS	ACCESSORIES,G17B PIVOTING POWER/USB GROMMET,SILVER	\$230.79	\$230.79
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Tag For: 105 OFFICE

42	2	KIM NCCB105S	CASEGOODS,LOCK CORE WITH KEY,SILVER,NO 105	\$13.72	\$27.44
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Tag For: 105 OFFICE

**Tag Subtotal : \$5,002.41**

**107 MULTIPURPOSE**

43	3	KIM N29GMAC4	CHADDY,GUEST,MESH BACK,UPHOLSTERED SEAT,ARMS,MOBILE,QTY 4	\$1,952.65	\$5,857.95
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Tag For: 107 MULTIPURPOSE

BBB	BLACK FRAME,BLACK BACK & MESH	FRAME, BACK AND MESH COLOR
2	GRADE 2	UPHOLSTERY GRADE
11926	DOLCE MOSS	PRIMARY UPH PATTERN COLOR
HARD	HARD,DUAL WHEEL CASTER	CASTER

**Tag Subtotal : \$5,857.95**

**108 MULTIPURPOSE**

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
44	3	KIM N29GMAC4	CHADDY,GUEST,MESH BACK,UPHOLSTERED SEAT,ARMS,MOBILE,QTY 4	\$1,952.65	\$5,857.95
		<i>Tag For:</i>	108 MULTIPURPOSE		
		BBB	BLACK FRAME,BLACK BACK & MESH		FRAME, BACK AND MESH COLOR
		2	GRADE 2		UPHOLSTERY GRADE
		11926	DOLCE MOSS		PRIMARY UPH PATTERN COLOR
		HARD	HARD,DUAL WHEEL CASTER		CASTER
<b>Tag Subtotal :</b>				<b>\$5,857.95</b>	

**116 BREAKOUT ROOM**

45	2	KIM 98K25ELPG15ISASV	PERKS,ISLE POWER TOWER,SILVER	\$1,553.30	\$3,106.60
		<i>Tag For:</i>	116 BREAKOUT ROOM		
46	1	KIM N29GMAC4	CHADDY,GUEST,MESH BACK,UPHOLSTERED SEAT,ARMS,MOBILE,QTY 4	\$1,952.65	\$1,952.65
		<i>Tag For:</i>	116 BREAKOUT ROOM		
		BBB	BLACK FRAME,BLACK BACK & MESH		FRAME, BACK AND MESH COLOR
		2	GRADE 2		UPHOLSTERY GRADE
		11926	DOLCE MOSS		PRIMARY UPH PATTERN COLOR
		HARD	HARD,DUAL WHEEL CASTER		CASTER
<b>Tag Subtotal :</b>				<b>\$5,059.25</b>	

**117 BREAKOUT ROOM**

47	2	KIM 98K25ELPG15ISASV	PERKS,ISLE POWER TOWER,SILVER	\$1,553.30	\$3,106.60
		<i>Tag For:</i>	117 BREAKOUT ROOM		
48	1	KIM N29GMAC4	CHADDY,GUEST,MESH BACK,UPHOLSTERED SEAT,ARMS,MOBILE,QTY 4	\$1,952.65	\$1,952.65
		<i>Tag For:</i>	117 BREAKOUT ROOM		
		BBB	BLACK FRAME,BLACK BACK & MESH		FRAME, BACK AND MESH COLOR
		2	GRADE 2		UPHOLSTERY GRADE
		11926	DOLCE MOSS		PRIMARY UPH PATTERN COLOR
		HARD	HARD,DUAL WHEEL CASTER		CASTER
<b>Tag Subtotal :</b>				<b>\$5,059.25</b>	

**118 BREAK ROOM**

49	3	KIM N36G4M	DITTO,GUEST STACKER,PLASTIC SEAT,PACKAGE OF 4	\$614.46	\$1,843.38
		<i>Tag For:</i>	118 BREAK ROOM		
		202	LIGHT GREY		SHELL COLOR
		C56	SOFT GLIDE		GLIDE
<b>Tag Subtotal :</b>				<b>\$1,843.38</b>	

**ZLABOR**

50	1	LABOR	RECEIVE, DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS, NON UNION, NO STAIRS.	\$0.00	\$0.00
		<i>Tag For:</i>	ZLABOR		

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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**Tag Subtotal : \$0.00**

**Grand Total Sell : \$45,455.83**

----- **Special Instructions** -----

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

----- **Additional Instructions** -----

By signing this quote, the customer authorizes the procurement of the products and services contained herein. This sale is subject to the Staples Furniture Solutions Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
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**Grand Total Sell : \$45,455.83**



BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

#### FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

**1) PRICES OF PRODUCTS AND SERVICES.** Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

**2) TERM.** Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

**3) DESIGN.** Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

**4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

**5) RISK OF LOSS AND DAMAGE.** Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

**6) DELIVERY AND INSTALLATION.** If delivery and installation are part of this sale, the following provisions shall apply:

**A. Installation Site Condition** - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

**B. Installation Site Services** - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

**C. Special Packaging or Handling** - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

**D. Delivery/Installation** - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

**E. Storage Space** - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

**7) INSTALLATION DELAYS.** If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

**8) COMPLETION OF INSTALLATION.** Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

**9) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

**10) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

**11) PAYMENT.** Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-351079	11/1/2024		Tim Symonds Hewell Rd	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

**12) TAXES.** Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

**13) LIMITED WARRANTY.** Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

**14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

**15) CONFIDENTIALITY.** The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

**16) Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

**17) SECURITY INTEREST.** Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

**18) INDEMNIFICATION.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

**19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

**20) ASSIGNMENT.** Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

**21) INSURANCE.** Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

**22) Governing Law.** The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

**23) TERMS AND CONDITIONS OF AGREEMENT.** These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of a Purchase Order in the amount of \$81,871.59 to Staples for office furniture and equipment for the new Public Health Facility at 245 Booker Avenue, Fayetteville.

**Background/History/Details:**

The new Public Health Facility project will be completed by December 31, 2024. Approval for the majority of the office furniture and equipment was received on September 26, 2024. The Department of Health requested some additional pieces of furniture and equipment to replace some existing pieces that have been deemed to be unsuitable or not fit for purpose in the new facility. The Project Team has been working with Staples a pre-qualified preferred supplier with Georgia State Contract pricing for all the office / conference rooms / exam room furniture and equipment for the whole facility.

The Project budget for the FF&E has been set at \$1,500,000. To date only \$693,241.44 has been approved, leaving an uncommitted budget of \$806,758.60. The breakdown of the cost is as follows:

HON \$76,602.80  
CME \$ 5,268.79  
Total Cost- \$81,871.59

This cost is divided between the various departments as follows: Physical Health - \$22,409.59, Environmental Health - \$11,281.20 WIC - \$24,044.00, Emergency Preparedness - \$8,570.40, McIntosh Trail - \$15,566.40

**What action are you seeking from the Board of Commissioners?**

Approval of a Purchase Order in the amount of \$81,871.59 to Staples for office furniture and equipment for the new Public Health Facility at 245 Booker Avenue, Fayetteville.

**If this item requires funding, please describe:**

Funds for this project are available under 205AA - the available funds are \$2,861,223.97.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval


Administrator's Approval

**Staff Notes:**



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess 

Date: November 14, 2024

**Subject: New Public Health Facility – Additional Furniture, Fixtures, & Equipment**

Public Health District 4 and the Fayette County Public Health Department have partnered with the Board of Commissioners to provide a medical office building for public health and community mental health functions. The former East Fayette Elementary School is being renovated for use as the new Public Health facility.

CIP funds totaling \$1,500,000 were set aside for furniture, fixtures, and equipment (FFE). The Project Manager, Tim Symonds of Morgan Mill Consulting, has worked with Public Health to develop a list of items that are required to operate a health facility. The Board of Commissioners awarded a purchase of \$379,278.06 to Staples Contract & Commercial, Inc. on September 26, 2024. This included office furniture, exam chairs and tables, and related items. Staples has agreements with HON (office furniture), Kimbell (reclining examination chairs, & CME (exam tables, stools & blood draw chairs) to provide these items.

It is proposed to issue a second purchase order to procure additional items under their State Contract #99999-SPD-SPD0000167. Please see the attached quotes.

The total amount allocated for FFE was \$1,500,000.00 to assure that needs could be met. Spending for FFE is as follows:

Audio Visual	\$255,846.99
Patterson Pope Rolling Files	58,116.39
Office & Exam Furniture	379,278.06
<b>Additional Office &amp; Exam Items</b>	<b><u>81,871.59</u></b>
Total	\$775,113.03

Specifics of the proposed procurement are as follows:

<b>Procurement Purpose</b>	New PH Facility – Additional Furniture, Fixtures, & Equip.
<b>Type of Procurement</b>	Purchase Order
<b>Vendor</b>	Staples Contract & Commercial, Inc.
<b>Procurement Amount</b>	\$81,879.59

**Budget:**

Fund	375	CIP
Org Code	37550110	Health
Object	541320	Buildings & Structures
Project	205AA	Public Health Building
Available:		
Total Project	\$2,861,223.97	As of 11/6/2024
FFE Allocation	806,758.56	Of \$1,500,000.00 Allocated



**Connie Roach**  
 320 Tech Park Dirve  
 Lavergne  
 TN 37086  
 Phone: 336-848-6971  
 connie.roach@hitouchbusinessservices.com

# QUOTATION

Quote #: BI-355970

**SOLD TO:**

Tim Symonds  
 Fayette County Government  
 245 Booker Ave

Fayetteville GA 30215  
 404-392-5791

**SHIP TO:**

Tim Symonds  
 Fayette County Government  
 245 Booker Ave

Fayetteville GA 30215  
 404-392-5791

**Project:**

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-355970	10/29/2024		Tim Symonds	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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**EH SO-1**

1	5	HLSL1336B4	13" D x 36" W x 65" H Bookcase 4 shelf	\$472.40	\$2,362.00
			<i>Tag For:</i> EH SO-1		
			\$(L1STD) Grd L1 Standard Laminates		
			.LK11 Kingswood Walnut		

**Tag Subtotal : \$2,362.00**

**EH SO-2**

2	5	HLSL2036L4	4 drawer lateral: 20x36x57	\$956.00	\$4,780.00
			<i>Tag For:</i> EH SO-2		
			\$(L1STD) Grd L1 Standard Laminates		
			.LK11 Kingswood Walnut		
			\$(L1STD) Grd L1 Standard Laminates		
			.LK11 Kingswood Walnut		
			.P Black		

**Tag Subtotal : \$4,780.00**

**EH SO-3**

3	4	HLSL1436BH	14D x 36"W x 35" H Bookcase Hutch (no doors)	\$392.00	\$1,568.00
			<i>Tag For:</i> EH SO-3		
			\$(L1STD) Grd L1 Standard Laminates		
			.LK11 Kingswood Walnut		
4	4	HLSL2036L2	Voi 2 drawer lateral: 20x36x29.5	\$642.80	\$2,571.20

*Tag For:* EH SO-3

\$(L1STD) Grd L1 Standard Laminates  
 .LK11 Kingswood Walnut  
 \$(L1STD) Grd L1 Standard Laminates  
 .LK11 Kingswood Walnut  
 .P Black

**Tag Subtotal : \$4,139.20**

Prepared By:

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-355970	10/29/2024		Tim Symonds	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
<b>EP SO-1</b>					
5	6	HLSL1336B4	13" D x 36" W x 65" H Bookcase 4 shelf	\$472.40	\$2,834.40
		<u>Tag For:</u>	EP SO-1		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
				<b>Tag Subtotal :</b>	<b>\$2,834.40</b>
<b>EP SO-2</b>					
6	6	HLSL2036L4	4 drawer lateral: 20x36x57	\$956.00	\$5,736.00
		<u>Tag For:</u>	EP SO-2		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
		.P	Black		
				<b>Tag Subtotal :</b>	<b>\$5,736.00</b>
<b>MMH SO-1</b>					
7	8	HLSL1336B4	13" D x 36" W x 65" H Bookcase 4 shelf	\$472.40	\$3,779.20
		<u>Tag For:</u>	MMH SO-1		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
				<b>Tag Subtotal :</b>	<b>\$3,779.20</b>
<b>MMH SO-2</b>					
8	8	HLSL2036L4	4 drawer lateral: 20x36x57	\$956.00	\$7,648.00
		<u>Tag For:</u>	MMH SO-2		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
		.P	Black		
				<b>Tag Subtotal :</b>	<b>\$7,648.00</b>
<b>MMH SO-3</b>					
9	4	HLSL1436BH	14D x 36"W x 35" H Bookcase Hutch (no doors)	\$392.00	\$1,568.00
		<u>Tag For:</u>	MMH SO-3		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK11	Kingswood Walnut		
10	4	HLSL2036L2	Voi 2 drawer lateral: 20x36x29.5	\$642.80	\$2,571.20
		<u>Tag For:</u>	MMH SO-3		
		\$(L1STD)	Grd L1 Standard Laminates		

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-355970	10/29/2024		Tim Symonds	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.LK11 Kingswood Walnut \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut .P Black		
<b>Tag Subtotal :</b>				<b>\$4,139.20</b>	
<b>PH SO-1</b>					
11	12	HLSL1336B4	13" D x 36" W x 65" H Bookcase 4 shelf	\$472.40	\$5,668.80
		<u>Tag For:</u>	PH SO-1 \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut		
<b>Tag Subtotal :</b>				<b>\$5,668.80</b>	
<b>PH SO-2</b>					
12	12	HLSL2036L4	4 drawer lateral: 20x36x57	\$956.00	\$11,472.00
		<u>Tag For:</u>	PH SO-2 \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut .P Black		
<b>Tag Subtotal :</b>				<b>\$11,472.00</b>	
<b>WIC SO-1</b>					
13	13	HLSL1336B4	13" D x 36" W x 65" H Bookcase 4 shelf	\$472.40	\$6,141.20
		<u>Tag For:</u>	WIC SO-1 \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut		
<b>Tag Subtotal :</b>				<b>\$6,141.20</b>	
<b>WIC SO-2</b>					
14	13	HLSL2036L4	4 drawer lateral: 20x36x57	\$956.00	\$12,428.00
		<u>Tag For:</u>	WIC SO-2 \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut \$(L1STD) Grd L1 Standard Laminates .LK11 Kingswood Walnut .P Black		
<b>Tag Subtotal :</b>				<b>\$12,428.00</b>	
<b>WIC SO-3</b>					
15	4	HLSL1436BH	14D x 36"W x 35" H Bookcase Hutch (no doors)	\$392.00	\$1,568.00
		<u>Tag For:</u>	WIC SO-3 \$(L1STD) Grd L1 Standard Laminates		



<b>BI / QUOTE #</b> BI-355970	<b>DATE</b> 10/29/2024	<b>CUSTOMER PO NO</b>	<b>MEMO ID</b> Tim Symonds	<b>SALESPERSON</b> Connie Roach
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Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
			.LK1 Kingswood Walnut		
16	4	HLSL2036L2	Voi 2 drawer lateral: 20x36x29.5	\$642.80	\$2,571.20
		<i>Tag For:</i> WIC SO-3			
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK1	Kingswood Walnut		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK1	Kingswood Walnut		
		.P	Black		

**Tag Subtotal : \$4,139.20**

**WIC SO-4**

17	3	HLSL2016MP2	Mobile ped: 20x15.8x21.5	\$445.20	\$1,335.60
		<i>Tag For:</i> WIC SO-4			
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK1	Kingswood Walnut		
		\$(L1STD)	Grd L1 Standard Laminates		
		.LK1	Kingswood Walnut		
		.P	Black		

**Tag Subtotal : \$1,335.60**

**Z**

18	1	INSTALL	Receive, Deliver & Install - Normal Business Hours	\$0.00	\$0.00
		<i>Tag For:</i> Z			

**Tag Subtotal : \$0.00**

**Grand Total Sell : \$76,602.80**

**Special Instructions**

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

**Additional Instructions**

By signing this quote, the customer authorizes the procurement of the products and services contained herein. This sale is subject to the Staples Furniture Solutions Terms and Conditions attached.

ACCEPTED BY	TITLE	DATE	PO NUMBER
			<b>Grand Total Sell : \$76,602.80</b>

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-355970	10/29/2024		Tim Symonds	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

#### FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

**1) PRICES OF PRODUCTS AND SERVICES.** Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

**2) TERM.** Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

**3) DESIGN.** Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

**4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

**5) RISK OF LOSS AND DAMAGE.** Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

**6) DELIVERY AND INSTALLATION.** If delivery and installation are part of this sale, the following provisions shall apply:

**A. Installation Site Condition** - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

**B. Installation Site Services** - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

**C. Special Packaging or Handling** - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

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**9) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

**10) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

**11) PAYMENT.** Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-355970	10/29/2024		Tim Symonds	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

**12) TAXES.** Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

**13) LIMITED WARRANTY.** Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

**14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

**15) CONFIDENTIALITY.** The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

**16) Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

**17) SECURITY INTEREST.** Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

**18) INDEMNIFICATION.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

**19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

**20) ASSIGNMENT.** Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

**21) INSURANCE.** Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

**22) Governing Law.** The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

**23) TERMS AND CONDITIONS OF AGREEMENT.** These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.



**Connie Roach**  
 320 Tech Park Dirve  
 Lavergne  
 TN 37086  
 Phone: 336-848-6971  
 connie.roach@hitouchbusinessservices.com

# QUOTATION

Quote #: BI-356419

**SOLD TO:**

Tim Symonds  
 Fayette County Government  
 245 Booker Ave

Fayetteville GA 30215  
 404-392-5791

**SHIP TO:**

Tim Symonds  
 Fayette County Government  
 245 Booker Ave

Fayetteville GA 30215  
 404-392-5791

**Project:**

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-356419	10/31/2024		Tim Symonds	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
1	12	CESS-840887-00001	CME Glove Box Dispenser, Double, Petg, Clear, Non-Divided 10.7"W X 3.95"D X 10.13"H	\$44.87	\$538.44
<i>Tag For:</i>					
2	12	CESS-A-1005860	CME Sharps Container - 1 Gallon	\$70.45	\$845.40
<i>Tag For:</i>					
3	12	CESS-A-1883551	CME Rubbermaid 1883551 Slim Jim Resin Beige End Step-On Rectangular Trash Can with Rigid Plastic Liner - 72 Qt./18 Gallon	\$241.14	\$2,893.68
<i>Tag For:</i>					
<b>Tag Subtotal :</b>				<b>\$4,277.52</b>	
<b>y</b>					
4	1	FREIGHT	Freight	\$705.27	\$705.27
<i>Tag For:</i> y					
<b>Tag Subtotal :</b>				<b>\$705.27</b>	
<b>z</b>					
5	1	LABOR	Receive, Deliver and Install During Normal Business Hours, Non Union, No Stairs	\$286.00	\$286.00
<i>Tag For:</i> z					
<b>Tag Subtotal :</b>				<b>\$286.00</b>	
<b>Grand Total Sell :</b>				<b>\$5,268.79</b>	

----- **Special Instructions** -----

**Return Policy:** Furniture is sourced specifically for the customer and is non-returnable. Damaged or Defective items will be repaired or replaced in keeping with the manufacturer warranties in place at time of order.

This quote is valid for 30 days unless otherwise noted. Applicable Sales Tax will be added at time of invoicing.

<b>BI / QUOTE #</b> BI-356419	<b>DATE</b> 10/31/2024	<b>CUSTOMER PO NO</b>	<b>MEMO ID</b> Tim Symonds	<b>SALESPERSON</b> Connie Roach
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<b>Line #</b>	<b>Qty</b>	<b>Part Number</b>	<b>Part Description</b>	<b>Sell \$</b>	<b>Ext Sell \$</b>
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----- **Additional Instructions** -----

By signing this quote, the customer authorizes the procurement of the products and services contained herein.  
This sale is subject to the Staples Furniture Solutions Terms and Conditions attached.

<b>ACCEPTED BY</b>	<b>TITLE</b>	<b>DATE</b>	<b>PO NUMBER</b>
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<b>Grand Total Sell :</b>			<b>\$5,268.79</b>
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BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON	
BI-356419	10/31/2024		Tim Symonds	Connie Roach	
Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$

#### FURNITURE TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") apply to all furniture products and services sold by Staples Contract & Commercial LLC ("Staples"). Throughout these T&Cs, your organization will be referred to as "Buyer" or as a "Party". These T&Cs, together with the quote with which these T&Cs are provided/incorporated, form a binding agreement between Staples and Buyer.

**1) PRICES OF PRODUCTS AND SERVICES.** Buyer may purchase and Staples shall provide the furniture products ("Products") and related services ("Services") at the prices set forth in Staples' written quote. All written quotes for the Products shall be governed by the terms and conditions of these T&Cs and any Exhibit if attached hereto. The purchase price of the Products does not include freight, handling, installation, insurance, sales or other taxes. Staples' prices are subject to change pursuant to the provisions contained herein and as quoted by Staples to Buyer for each project quoted. Freight, handling and installation charges are invoiced separately. Staples reserves the right to reasonably adjust a Product's price if extraordinary market events require immediate adjustment (e.g., shortages, trade disputes, natural disasters, etc.) and to adjust pricing with the impact of tariffs, customs, or duties imposed on Products. Staples will work with Buyer to identify alternative Products to mitigate customs impact where possible.

**2) TERM.** Either party shall have the right to terminate the provision of Products and Services pursuant to these T&Cs, for any reason, upon thirty (30) calendar days' prior written notice to the other party. All Products and Services quoted as of the effective date of termination shall be invoiced to Buyer upon termination. In the event of a termination by either party or upon cancellation or expiration of the Agreement, Buyer agrees to promptly pay all amounts owed to Staples. Following termination, Staples reserves the right to withhold shipment of Products until all past due invoices owed to Staples by Buyer are paid.

**3) DESIGN.** Designs, plans, drawings, specifications, and samples (and the contents thereof) provided in connection with the Products are the property of Staples, and may not be used, reproduced or distributed in whole or in part without Staples' written consent.

**4) SHIPPING.** Staples shall not be responsible for delays or defaults caused by others or by circumstances beyond its control. Unless Buyer has specified shipping instructions in writing herein or by a subsequent written notice, shipment and delivery will be made by the designated carrier and in the manner deemed best by Staples, including partial shipments.

**5) RISK OF LOSS AND DAMAGE.** Title and risk of loss or damage to the Product shall pass to Buyer when it is delivered to Buyer or Buyer's agent, whichever first occurs. Staples shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier.

**6) DELIVERY AND INSTALLATION.** If delivery and installation are part of this sale, the following provisions shall apply:

**A. Installation Site Condition** - Buyer will ensure the site is clean and free of debris prior to installation. If Staples must remove or assist in removing existing furniture or equipment at the job site, Buyer shall pay Staples for this Service, as separately invoiced.

**B. Installation Site Services** - Electricity, heat, and elevator service will be furnished at Buyer's expense. Buyer shall provide adequate facilities for docking, moving and handling of Products.

**C. Special Packaging or Handling** - If special packaging or handling not contained in these T&Cs is required, Buyer shall pay an extra charge as invoiced separately.

**D. Delivery/Installation** - Delivery and installation will be during normal business hours (8:00 AM to 5:00 PM local time Monday through Friday, except for Staples designated holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Staples shall designate the personnel to install the Products sold herein. Buyer shall be responsible for obtaining proper permits for the installation. If regulations in force at the time of installation require the use of tradesmen at the site other than Staples designated personnel, Buyer shall pay for any additional costs incurred. If the Products must be moved due to progress of other trades, or other reason, the Buyer agrees to pay the extra cost of moving.

**E. Storage Space** - Unless the Products arrive at the site earlier than the date requested, the Buyer shall provide safe and adequate storage space at the Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.

**7) INSTALLATION DELAYS.** If construction delays or other causes not within Buyer's or Staples' control force postponement of an installation as scheduled, Staples or the Buyer shall store the Products until installation can be resumed, and the Products shall be considered accepted by the Buyer for purposes of invoicing and payment. Buyer shall pay all transfer and storage charges incurred.

**8) COMPLETION OF INSTALLATION.** Within a reasonable time after installation, authorized representatives of Staples and Buyer shall inspect the Product for conformity with the order and for defects and/or damages, and shall note all such mutually agreed upon items on an installation "Service Report". Upon completion of the inspection, the representatives of Staples and Buyer shall sign the Service Report, which shall constitute acceptance of Products installed, except as noted in the Service Report.

**9) CHANGE ORDER/CANCELLATION.** Any order changes must be submitted in writing. Staples will use commercially reasonable efforts to accommodate Buyer's written change order request. All changes/cancellation requests shall be evaluated at the time of request by Staples and are subject to revised lead times and/or additional charges as applicable.

**10) RETURNS POLICY.** Custom or made to order Products, or Products sourced specifically for Buyer are not eligible for return. Upon approval by Staples, stocked inventory Product may be returned subject to a restocking fee exclusive of freight and delivery. Returned Product must be in new and unused condition and returned in its original carton within 14 days of receipt.

**11) PAYMENT.** Buyer may be required to pay a deposit of 50% of the total purchase price of the Product ordered. Payment terms are net 30 days from the date of shipment and net 10 days on a consolidated billing method (e.g. weekly, monthly). For partial shipments, payment shall be due only for Products received. The remaining balance for any partial shipment shall be due within terms following installation of the Product. Staples may invoice

BI / QUOTE #	DATE	CUSTOMER PO NO	MEMO ID	SALESPERSON
BI-356419	10/31/2024		Tim Symonds	Connie Roach

Line #	Qty	Part Number	Part Description	Sell \$	Ext Sell \$
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Buyer at any time following shipment of the Product. Buyer shall pay the net amount shown on the face of the invoice. Credit cards shall not be accepted unless otherwise agreed by Staples. Staples reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less. Staples shall be entitled to recover its costs of collection, including reasonable attorneys' fees.

**12) TAXES.** Staples may collect, and Buyer shall pay, any taxes, which Staples may be required to pay or collect by law in connection with this sale. Any such taxes will be added to the price at time of invoicing and the Buyer shall pay the same unless the Buyer shall furnish written proof thereof of exemption to Staples prior to the estimated shipping date. The appropriate tax rate will be based on where the Product is received.

**13) LIMITED WARRANTY.** Staples will pass through all manufacturers' warranties for the Products sold to Buyer in lieu of any other express or implied warranties by Staples. STAPLES EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY OTHER STATUTORY OR COMMON LAW WARRANTY.

**14) LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. In no event shall Staples' liability (whether in contract, tort or otherwise) for damages arising out of the sale, delivery, installation, use or performance of the Product exceed the purchase price of the Product from which the claim arises.

**15) CONFIDENTIALITY.** The parties will not disclose any confidential information furnished by the other party, except as required by law. For purposes hereof, confidential information includes, but is not limited to, each party's customer lists, prices, purchasing patterns, and financial information provided by either party, whether or not marked as confidential. In the event a party believes it is required by subpoena or other legal process to disclose confidential information received from the other party, it will give prompt written notice to such other party prior to making any disclosures. If this section is breached, the parties agree that monetary damages may not be sufficient to remedy such breach and that the non-breaching party may suffer irreparable damages, and therefore, the parties agree that the non-breaching party will be entitled to equitable and injunctive relief.

**16) Press Releases and Advertisements.** Unless expressly required by applicable law, neither party shall, without the prior written consent of the other, issue press releases, marketing literature, public statements, or in any way engage in any other form of public disclosure relating to these T&Cs.

**17) SECURITY INTEREST.** Staples reserves and Buyer grants to Staples a purchase money security interest in the Product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Upon Staples request, Buyer shall execute financing statements and other documents reasonably requested by Staples to protect Staples' security interest. Buyer shall maintain the Product in good condition; keep the Product free from liens and encumbrances; and shall not use or permit use of the Product in a manner likely to damage it, nor remove or permit the removal of the Product from the installation location, nor permit the disassembly of the Product and shall permit inspection by Staples' representative at reasonable times. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the Products, with loss payable to Staples as its interest may appear.

**18) INDEMNIFICATION.** Each party ("Indemnifying Party") shall defend, hold harmless and indemnify the other, its officers, directors, employees, and agents ("Indemnified Party") from and against all third-party claims, damages, or causes of action arising out of or related to the Indemnifying Party's grossly negligent acts or omissions or material breach of any representation, warranty, covenant or obligation under these T&Cs. The Indemnified Party will (a) notify the Indemnifying Party promptly in writing of such action, (b) give the Indemnifying Party sole control of the defense and settlement of such action and (c) provide the Indemnifying Party all reasonable information and assistance requested.

**19) FORCE MAJEURE.** Neither party shall be liable for delays or impairment of performance resulting in whole or in part from acts of God, labor disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, acts of subcontractors, interruption of utility services, acts of governments, or any other circumstances or causes beyond the control of either party in the conduct of its business.

**20) ASSIGNMENT.** Neither party may assign the benefits of these T&Cs without the prior written consent of the other, provided however that Staples may assign these T&Cs to any affiliate, subsidiary or controlled entity. Any party who is assigned these T&Cs is bound to all of the terms and conditions contained herein.

**21) INSURANCE.** Staples shall at its expense maintain: (i) commercial general liability insurance with limits of at least \$1,000,000 combined single limit per occurrence; (ii) if deliveries are to be made by Staples to any Buyer facility, automobile bodily injury and property damage liability insurance covering owned, non-owned and hired automobiles, the limits of which shall not be less than \$1,000,000 combined single limit per occurrence; (iii) employer's liability insurance, the limits of which shall not be less than \$1,000,000; (iv) workers' compensation insurance as prescribed by applicable law; and (v) umbrella/excess coverage in the amount of \$4,000,000 per occurrence. With respect to the coverage described in (i), (ii), and (v) above, Staples shall (a) name Buyer as an additional insured for loss or damage arising out of Staples' products or services under these T&Cs; (b) name Buyer's landlord or property manager as an additional insured when deliveries or services are to be made or performed by Staples at any Buyer facility; (c) waive insurer's subrogation rights against Buyer and Buyer's landlord or property manager, except to the extent loss or damage is caused solely by Buyer or Buyer landlord or property manager; (d) provide primary, non-contributory coverage to additional insureds to the extent loss or damage results from products or services under these T&Cs; and (e) be insured with insurance companies of recognized standing rated A VIII or better by A.M. Best. Buyer and Buyer's landlord or property manager shall receive prior written notice of cancellation in accordance with the policy provisions.

**22) Governing Law.** The provisions of these T&Cs shall be construed in accordance with the laws of the State of New York excluding its conflicts of law provisions.

**23) TERMS AND CONDITIONS OF AGREEMENT.** These terms and conditions, in addition to any quote, contain the entire agreement between the parties with respect to the subject matter hereof. All modifications must be in writing, signed by authorized agents of both parties. These T&Cs shall control over any terms and conditions presented in either party's order forms or other documents which conflict with these T&Cs. If there are any additional terms and conditions contained in Buyer's ordering documents that add to or conflict with these terms and conditions, except for product description, pricing, quantity, and delivery instructions, such terms and conditions are expressly objected to and shall not be binding on Staples.

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Approval of ACCG-IRMA Bid Proposal for First Responder PTSD Coverage, in the amount of \$59,062, and transfer from the appropriate fund balances to pay for this coverage.

**Background/History/Details:**

House Bill 451 was approved by the 2024 session of the Georgia General Assembly and signed into law by Governor Kemp. Also known as the Ashley Wilson Act, the bill requires public entities in Georgia to provide supplemental insurance coverage for first responders diagnosed with work related post traumatic stress disorder, PTSD. The purpose of the bill is to provide a financial safety net for first responders to help with the costs of PTSD treatment and recovery. First responders who meet the eligibility criteria receive a one time \$3,000 lump sum payment and up to 36 months of disability benefits, paid at a rate equal to 60% of their monthly salary, not to exceed \$5,000. Coverage and premiums in the backup material have been supplied through a joint effort between Georgia Municipal Association (GMA) and Association of County Commissioners of Georgia (ACCG).

The County will be required to provide coverage to first responders in the following departments: Sheriff's Office, Fire & EMS, Marshal's Office, 911, and Constables. The total number of covered employees is currently 400. Staff recommends participating in the program as quoted for one year after which the experience will be evaluated to determine if administering the program in-house or if renewing would be more feasible.

Based upon the quote of \$59,062, the cost per employee is \$147.66.

**What action are you seeking from the Board of Commissioners?**

Approval of ACCG-IRMA Bid Proposal for First Responder PTSD Coverage, in the amount of \$59,062, and transfer from the appropriate fund balances to pay for this coverage.

**If this item requires funding, please describe:**

Request necessary transfer from fund balance to pay for this coverage. Funds included are the General Fund (Sheriff's Office and Constables), Fire Fund, EMS Fund, Water System (Marshals), and 911 Fund.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Transfers for the five (5) funds above will take place once we have a break down of the number of personnel impacted by department (fund).



**ACCG - INTERLOCAL RISK MANAGEMENT (ACCG-IRMA)  
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in ACCG-IRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the ACCG-IRMA First Responder PTSD Fund Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by ACCG-IRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to their First Responders.

**Who Does What?**

- ACCG-IRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Association County Commissioners of Georgia (“ACCG”) is the Program Administrator for ACCG-IRMA. ACCG uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to ACCG-IRMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to ACCG-IRMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by ACCG-IRMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, ACCG and ACCG-IRMA’s broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits under the Act.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither ACCG-IRMA nor ACCG have any role in claim determination or payment.

**Definition of First Responder.** A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

### **Employer Obligations:**

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel.
- Employer shall submit initial First Responder census data to the ACCG-IRMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or ACCG, Employer shall provide MetLife or ACCG the information requested.

### **Benefits Exempt from Income Tax:**

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to ACCG-IRMA has advised ACCG-IRMA of the following:
  - The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
  - Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a

workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.

- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

**Information Privacy and Security:**

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, ACCG, the ACCG-IRMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to ACCG-IRMA's broker using a secure portal established by the broker.

**Desired Coverage (See Attached Proposal for Estimated Annual Premiums):**

**Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.**

\_\_\_\_\_ First Responder Lump Sum PTSD Diagnosis Benefit Only\* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the ACCG-IRMA Bylaws regarding termination of membership in an ACCG-IRMA Fund.

**On behalf of \_\_\_\_\_ [Name of Participating Employer],  
\_\_\_\_\_ County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Privacy Notice for Georgia First Responders PTSD Program

*This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.*

**PROGRAM ADMINISTRATORS:** Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

**PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT:** The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

#### PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

**Eligibility Data:** A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

**Information Provided by First Responder:** If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

**Information About First Responder Claims or Receipt of Benefits:** Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

**Reports that Do Not Include Direct Identifiers:** Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

#### PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on <https://www.gfrptsdinsurance.com/>.

**RESOLUTION AUTHORIZING PARTICIPATION IN THE  
ACCG - INTERLOCAL RISK MANAGEMENT AGENCY  
SUPPLEMENTAL MEDICAL, ACCIDENT, AND  
DISABILITY FUND:  
FIRST RESPONDER PTSD PROGRAM**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes counties and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes counties to execute intergovernmental contracts to form, and become members of, an interlocal risk management agency for the purpose of sharing the risks of accident, disability, supplemental medical, general liability, motor vehicle liability, property damage, or any combination of such risks with those of other counties; and,

WHEREAS, counties within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceed the ability of a county to pay; and,

WHEREAS, counties in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia counties do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, through the Association County Commissioners of Georgia, Georgia counties have created an intergovernmental risk management agency so that the Georgia counties may insure and/or self-insure their risks; and,

WHEREAS, the County of \_\_\_\_\_ is an existing member of the Association County Commissioners of Georgia – Interlocal Risk Management Agency (hereafter referred to as ACCG-IRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated, and previously has entered into an intergovernmental contract for the purpose of joining ACCG-IRMA and participating in the ACCG-IRMA Property and Liability Fund and/or the first Supplemental Medical,

Accident and Disability Fund known as the Firefighters' Cancer Benefit Program (the "Fund(s)"); and,

WHEREAS, ACCG-IRMA has also established a second Supplemental Medical, Accident, and Disability Fund known as the First Responder PTSD Program for the purpose of protecting against certain other liabilities imposed upon Georgia counties by state law; and,

WHEREAS, the governing authority of the County of \_\_\_\_\_ finds that it is in the best interest of its citizens to participate in this second ACCG-IRMA Supplemental Medical, Accident, and Disability Fund (the First Responder PTSD Program),

NOW THEREFORE, BE IT RESOLVED by the governing authority of the County of \_\_\_\_\_, Georgia:

### **SECTION 1**

The governing authority of the County of \_\_\_\_\_ hereby authorizes the County to become a participant in the ACCG-IRMA Supplemental Medical, Accident, and Disability Fund known as the First Responder PTSD Program for the purpose of providing coverage for those risks imposed upon the County by state law and for which the Supplemental Medical, Accident, and Disability Fund has been established. The County's continuing participation in the ACCG-IRMA Fund(s) in which the County is currently enrolled is hereby confirmed.

### **SECTION 2**

The \_\_\_\_\_ of the County  
(Insert Title of Chief Executive Officer)  
of \_\_\_\_\_ is authorized to execute on behalf of the County any and all documents necessary and proper to become a participant in the ACCG-IRMA Supplemental Medical, Accident, and Disability Fund known as the First Responder PTSD Program.

### **SECTION 3**

The powers of ACCG-IRMA, unless the intergovernmental contract and ACCG-IRMA bylaws are amended, shall be limited to those authorized by Chapter 85



of Title 36 of the Official Code of Georgia Annotated, and the related Rules and Regulations of the Commissioner of Insurance of the State of Georgia.

**SECTION 4**

The continuing operations of ACCG-IRMA and the obligation of the County to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and ACCG-IRMA bylaws.

**SECTION 5**

The \_\_\_\_\_ is designated as the County's  
(Insert Title of Designated Person)  
representative to ACCG-IRMA. The County may change its representative by informing ACCG-IRMA of the change in writing.

**SECTION 6**

This resolution shall be effective upon its passage and approval.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ .

\_\_\_\_\_  
Chairman or Sole Commissioner

County of \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of the County of \_\_\_\_\_  
(Imprint County Seal)



**ACCG – IRMA Georgia First Responder PTSD Program  
Proposal for Coverage**

**Effective Date: January 1, 2025**

**Anniversary Date: January 1**

**Member: Fayette County**

**Member Number: 2422**

**Insurer: Metropolitan Life Insurance Company (MetLife)**

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The ACCG-IRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a county is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the county. While the premiums below are estimated annual amounts, the county will be billed on a semiannual basis in an amount that reflects the county’s updates to the census.

<b>Component 1: Lump Sum PTSD Diagnosis Benefit –</b>		
<b>All First Responders</b>		
Lifetime Benefit per first responder:	\$3,000	<b>(Mandated Limit)</b>
<b>Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:</b>		<b>\$18,359.00</b>
<b>Component 2: PTSD Disability Limit</b>		
<b>Employed First Responders</b>		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
<b>Estimated Annual Premium for Employed First Responders:</b>		<b>\$40,703.00</b>
<b>Volunteer First Responders</b>		
Monthly Benefit per first responder:	\$1,500	
<b>Estimated Annual Premium for Volunteer First Responders:</b>		<b>\$0.00</b>
<b>PTSD Disability Limit – Estimated Annual Premium for All First Responders:</b>		<b>\$40,703.00</b>
<b>Estimated Annual Premium for Components 1 &amp; 2: Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit</b>		<b>\$59,062.00</b>

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later. This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles D. Rousseau  
Charles W. Oddo

Consent #9



**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**MINUTES**

October 24, 2024

5:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**OFFICIAL SESSION:**

**Call to Order**

Chairman Lee Hearn called the October 24, 2024 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present. Commissioner Eric Maxwell and Commissioner Charles Oddo were absent.

**Invocation and Pledge of Allegiance by Chairman Lee Hearn**

Chairman Lee Hearn offered the invocation and led the audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Vice Chairman Edward Gibbons moved to accept the agenda. Commissioner Charles Rousseau seconded. The motion passed 3-0. Commissioner Eric Maxwell and Commissioner Charles Oddo were absent.

Chairman Hearn read a statement issued by Commissioner Oddo regarding his absence. He stated that although he would normally be in attendance at the Board meeting, he was out of town supporting his niece who was graduating from the Naval Training School in Pensacola, FL. He noted that because her parents were unable to attend, he and his wife was proudly representing the family and celebrating her accomplishments.

**PROCLAMATION/RECOGNITION:**

**PUBLIC HEARING:**

Planning and Zoning Director Deborah Bell read the Introduction to Public Hearings.

**1. Consideration of Resolution 2024-11 adopting the 2024 Property Tax Millage Rate.**

Chief Finance Officer Sheryl Weinmann made a presentation to the Board regarding the 2024 Property Tax Millage rate. This hearing was advertised on Wednesday, October 16<sup>th</sup> per state requirement. She also noted that because a rollback was being proposed only one public hearing was required.

Ms. Weinmann stated that at the end of 2023, the Digest was \$9.3 billion. She stated that the real property increased by less than 1% and totaled about \$87M. Personal property increased by 9.75% and totaled \$65,657,479. She stated that motor vehicle, which had been decreasing over the last several years, decreased by 6.39%. There was also an increase in the "other" category

by 133%. This category included mobile homes, heavy duty equipment, and timber, leading to a total increase in the Digest of 1.68%.

There was an increase in the exemptions of 1.13% which decreased the digest. Ms. Weinmann stated that Reassessments (Real Property) were increased by \$687,299,093 or 7.32%. The 2024 Digest totaled \$10.2 billion.

The proposed 2024 millage rate was 3.763, which was a full rollback, and a 6.718% decrease. Fire Services (3.070), Emergency Medical Services (0.500), and 911 Services (0.210) remained the same.

Ms. Weinmann offered examples of a residential tax bill for a \$480,000 home value for unincorporated Fayette County, Town of Brooks, Peachtree City, City of Fayetteville and Town of Tyrone showing the distribution of each to Board of Education, County M&O, Fire District, EMS District and 911 District appropriately. She noted that on average this rollback would be a savings of \$50.68 for County residents.

Ms. Weinman also noted that Fayette County was the only local municipality not proposing an increase in the millage rate for 2024. She stated that if the millage rate had remained the same since 2014 the county would have collected another \$101.4 million. Instead, this was a savings of \$101.4M to the citizens.

Ms. Weinmann concluded the presentation asking for the Board to approve Resolution 2024-11 adopting the 2024 Property Tax Millage Rate to levy the County property tax.

Mr. Rapson stated that this year's Budget was predicated on a full rollback with no tax increases and that was being delivered via this millage rate.

Commissioner Rousseau extended condolences to Ms. Weinmann for the recent loss of her loved one. Expressing appreciation for her and her team for an outstanding job in performance. He asked what type of impact the property tax referendum currently on the ballots, would have on operations, if passed.

Ms. Weinmann stated that it would impact the amount of funds collected next year. Basically, the 2024 rates would be the value going into next year and from there, the Department of Revenue would determine the 2025 CPI (Consumer Price Index) number, which would be used to cap the digest. She noted that if there was inflation in the reassessment of a home the milage rate would be floating for everyone. As a result, each resident's value would have to be reevaluated which would probably lead to increases in the future.

Commissioner Rousseau asked if she anticipated belt tightening in the future.

Ms. Weinman stated yes.

Mr. Rapson stated that historically the County had only increased the budget three times [since being County Administrator], leaving the millage rate the same as the year before, each time. He noted that those increases were related to retention and Public Safety. He continued that the County operated within the growth increase, as a result the CPI number should be fairly close to that for the County. Mr. Rapson stated that the County was in pretty good financial shape. Mr. Rapson stated that he did not foresee it [the property tax referendum] having a huge impact. He advised that there was a 3-month window available to opt-out; however, it was not staff's recommendation to do so.

Commissioner Rousseau stated that while he agreed, this was how the County should operate, he was not confident in the clarity of the language of the property tax referendum and as a result there was potential for huge consequences, if passed.

Chairman Hearn thanked staff for a job well done and noted that he felt the citizens appreciated the full rollback.

No one spoke in favor or opposition.

Vice Chairman Gibbons moved to approve Resolution 2024-11 adopting the 2024 Property Tax Millage Rate. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

- 2. Consideration of Petition No. 1353-24, The Estate of Richard N. Cates/Carol Denise Cates Mercer, Executrix; request to rezone 4.86 acres from A-R (Agricultural-Residential) to C-C (Community Commercial) for the purpose of constructing a convenience store w/fuel pump; property located in Land Lot 151 of the 5th District, fronts on Banks Rd and Hwy 54. This petition was tabled at the September 26, 2024 Board of Commissioners meeting.**

Planning and Zoning Director Deborah Bell stated that this petition had been tabled from the September 26, 2024 Board of Commissioners Meeting, due to the lack of a full Board. However, the applicant's agent Mr. Galloway submitted a request for a deferral due to a scheduling conflict. Mr. Galloway requested that the hearing be referred to the November 14, 2024 BOC meeting at 2:00 p.m. which was the scheduled time for that meeting. Ms. Bell advised that staff had enough time to readvertise, if approved.

Commissioner Rousseau asked as a point of clarification if this was the second delay.

Ms. Bell stated yes, it was initially tabled due to the lack of a full Board, and this was a request for a deferral.

Commissioner Rousseau asked Assistant County Attorney Ali Cox if this was good.

Ms. Cox stated, "yes this was good."

Vice Chairman Gibbons moved to defer Petition No. 1353-24, The Estate of Richard N. Cates/Carol Denise Cates Mercer, Executrix; request to rezone 4.86 acres from A-R (Agricultural-Residential) to C-C (Community Commercial) for the purpose of constructing a convenience store w/fuel pump; property located in Land Lot 151 of the 5th District, fronts on Banks Rd and Hwy 54. To the November 14, 2024 meeting

Mr. Rapson advised as a reminder that the November 14<sup>th</sup> and December 12<sup>th</sup> Board meetings would be held at 2:00 p.m., which had been set as part of the 2024 meeting schedule last year.

Commissioner Rousseau asked if the applicant would be available/willing to meet later, considering the earlier meeting time and the heightened interest in this item.

Chairman Hearn asked if it was appropriate to hear citizen comments regarding this item since there was a number present for this discussion, even if the item was not being considered.

Ms. Cox stated that would be at the discretion of the Board.

Vice Chairman Gibbons withdrew his motion to move the hearing to a later date.

Vice Chairman Gibbons moved to defer Petition No. 1353-24, The Estate of Richard N. Cates/Carol Denise Cates Mercer, Executrix; request to rezone 4.86 acres from A-R (Agricultural-Residential) to C-C (Community Commercial) for the purpose of constructing a convenience store w/fuel pump; property located in Land Lot 151 of the 5th District, fronts on Banks Rd and Hwy 54, to the January 23, 2025 meeting. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

3. **Consideration of Petition No. 1355-24, Andrea Pope Camp and Jordan Camp, Owners; Randy Board, Agent, request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive. This petition was tabled at the September 26, 2024 Board of Commissioners meeting.**

Planning and Zoning Director Deborah Bell stated that this petition had been tabled from the September 26, 2024 Board of Commissioners Meeting, due to the lack of a full Board. However, the applicant's agent Mr. Boyd submitted a request for a deferral due to a scheduling conflict. Mr. Boyd requested that the hearing be referred to the November 14, 2024 BOC meeting at 2:00 p.m. which was the scheduled time for that meeting. Ms. Bell advised that staff have enough time to readvertise, if approved.

Commissioner Rousseau moved to defer Petition No. 1355-24, Andrea Pope Camp and Jordan Camp, Owners; Randy Board, Agent, request to rezone 41.78 acres from A-R to R-75 for the purpose of creating additional lots without any new infrastructure; property located in Land Lot 28 of the 7th District and fronts on Davis Road and Huiet Drive to January 23, 2025 meeting. Vice Chairman Gibbons seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

4. **Consideration of a Development Plan for a Manufactured Home Park for property consisting of three (3) parcels (#0704 002; #0704 004; 0704 052), with a combined area of 26.74 acres, located in Land Lot 26 of the 7th District and fronts State Route 54 West.**

Ms. Bell stated that the applicant submitted a request for a withdrawal of the Development Plan. She noted that both staff and the Planning Commission recommended approving the withdrawal application.

Vice Chairman Gibbons moved to approve the withdrawal of a Development Plan for a Manufactured Home Park for property consisting of three (3) parcels (#0704 002; #0704 004; 0704 052), with a combined area of 26.74 acres, located in Land Lot 26 of the 7th District and fronts State Route 54 West. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

#### **PUBLIC COMMENT:**

##### **Petition No. 1353-24 comments:**

**Darryl Hicks of Fayetteville** stated that he was speaking as the HOA President of his subdivision and on behalf of neighboring communities. He asked how many times an applicant could defer a hearing. He noted that this could be intentional, and a strategy used by the applicant to wait out the community and may be something the Board could evaluate when reviewing the public hearing process.

**Arnold Martin of Fayetteville** asked as a point of clarity that comments made tonight would only be for the sake of commenting, but the Board would not be voting this evening.

Chairman Hearn stated that was correct.

Commissioner Rousseau stated that comments made would also be a part of the record.

Arnold Martin stated that he wanted to ensure his comments as well as his neighbors were not only heard but counted as a part of the discussion and vote and would save his comments for the Public Hearing in January.

**Sandra Lee Quiry of Fayetteville** stated that she would return for the Public Hearing in January to ensure her voice was heard because this was a very important matter and noted that she was deeply committed to maintaining the peaceful enjoyment of her health and home. She asked for Board support in making that happen.

**John Maurer of Fayetteville** listened to the presentation of this item and did not hear anything related to storm water runoff and asked for an extensive storm water evaluation to be conducted. John's concern was about the potential for flooding at and around their property if this project was approved.

**Lori Martin of Fayetteville** stated that this project did not align with the Fayette County Comprehensive Plan. She noted that that the Comprehensive Plan was established to assist the Board in making sometime difficult decisions in the best interest of the County. Ms. Martin acknowledged that the property did need to be sold however it did not have to be sold for this project. She thanked the Board for hearing her comments.

### **Animal Shelter**

Lotte Commerford, Cynthia Saracino, Lynne Lasher made public comments.

Commenters expressed appreciation for the continued commitment of the Animal Shelter Director Tracy Thompson and the initiation of new programs at the shelter to encourage adoption. They also expressed concerns and frustration regarding disappointment with the size and number of kennels, lack of Board engagement, need for additional staff, capacity concerns, and the need for continued county and citizen/community engagement and teamwork. Commenters also expressed concern regarding defamatory remarks made on Facebook [by a member of the Board] and requested they stop immediately.

### **CONSENT AGENDA:**

Vice Chairman Gibbons moved to approve the Consent Agenda with the exception of item 12. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

5. **Approval to award Change Order #8: Preventive Maintenance for Existing Radios to E.F. Johnson and to allocate \$144,841.95 from Contingencies and Enhancements in the Public Safety Radio System (#1428-P) to Maintenance and Support for additional preventative maintenance services to secure services and equipment for existing radios.**
6. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Joseph Redley, in the amount of \$354.89 for tax year(s) 2023.**
7. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by Steven Kruczek, in the amount of \$1,209.84 for tax year(s) 2021, 2022, 2023.**
8. **Approval of Board of Assessors' recommendation to approve a disposition of tax refund, as requested by John Terrell (Terrick Holdings), in the amount of \$3,543.12 for tax year(s) 2021, 2022, 2023.**
9. **Approval of disposition of tax refund, as requested by Joel P. Volle, in an adjusted amount of \$318.33 for tax year(s) 2021, 2022 and 2023.**
10. **Approval of a supplemental federal grant for the DUI Accountability Court from the Governor's Office of Highway Safety, in the amount of \$35,000.**
11. **Approval to increase the current fee schedule allowing for the Fayette County Environmental Health Department to adjust fees comparable to surrounding counties.**
12. **Approval of the September 26, 2024 Board of Commissioners Meeting Minutes.**

Chairman Hearn stated that the approval of the Executive Session minutes should be for September 26, 2024 and not September 22, as originally presented.

Vice Chairman Gibbons moved to approve the September 26, 2024 Board of Commissioners Meeting Minutes, with updated correction. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

**OLD BUSINESS:**

**NEW BUSINESS:**

**13. Request to approve the proposed Intergovernmental Agreement (IGA) between Fayette County and Clayton County for the Roundabout Project at South Jeff Davis, County Line, Inman, and North Bridge Roads (2004 SPLOST R-8A).**

Public Works Director Phil Mallon stated that this item was seeking approval to advance a project that was initiated with the 2004 SPLOST, originally a part of the East Fayetteville Bypass, to construct a roundabout at South Jeff Davis, County Line, Inman, and North Bridge Roads. Mr. Mallon stated that this item was asking for the Board to consider an Intergovernmental Agreement (IGA) between Fayette County and Clayton County which spelled out the terms and conditions of the project. The IGA outlined that Fayette County would be fully responsible for the project paying for all of it except for the right-of-way acquisition in Clayton County and roadway improvements – sidewalks and curb and gutter. There will be a reimbursement that would cover work conducted in Clayton County's jurisdiction.

Chairman Hearn asked if Clayton County had already signed the agreement.

Mr. Mallon stated that to his knowledge it had not been signed by the Clayton County Board Chairman but had been reviewed by their attorney and cleared by staff.

Chairman Hearn added that in the past when the County partnered with Clayton County, they have always been good partners to work with.

Commissioner Rousseau asked if Clayton County did not approve the agreement would that place a hardship on the County in moving forward with this project.

Mr. Mallon stated if Clayton County were not to approve the agreement, the project would need to be reevaluated. He noted that Fayette County could not do the project without access to Clayton County's property inside the right-of-way.

Commissioner Rousseau asked Mr. Mallon if he was comfortable proceeding without a signed agreement from Clayton County.

Mr. Mallon stated, "yes he was".

Vice Chairman Gibbons moved to approve the proposed Intergovernmental Agreement (IGA) between Fayette County and Clayton County for the Roundabout Project at South Jeff Davis, County Line, Inman, and North Bridge Roads (2004 SPLOST R-8A). Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

**14. Request to award Bid #2428-B, Fayette County Resurfacing Program FY 2022 to the lowest responsive and responsible bidder, ER Snell Contractor Inc., for the amount of \$3,530,969.02 (2017 SPLOST 21TAC), contingent upon concurrence from the Georgia Department of Transportation (GDOT).**

Mr. Mallon stated that this item was seeking Board approval to award Bid #2428-B, Fayette County Resurfacing Program FY 2022 to the lowest responsive and responsible bidder, ER Snell Contractor Inc., for the amount of \$3,530,969.02 (2017 SPLOST 21TAC). He noted that this project would include the resurfacing of over 11.94 miles throughout the County, 8.58 miles are in



unincorporated Fayette County and include Highway 85 Connector, New Hope Road, and Banks Road. The remaining miles would consist of roadway in Peachtree City, Tyrone, and a small section of Fayetteville.

Commissioner Rousseau moved to approve to award Bid #2428-B, Fayette County Resurfacing Program FY 2022 to the lowest responsive and responsible bidder, ER Snell Contractor Inc., for the amount of \$3,530,969.02 (2017 SPLOST 21TAC), contingent upon concurrence from the Georgia Department of Transportation (GDOT).

Chairman Hearn extended kudos to the Purchasing Department for advertising this project. And to staff for comprising a well detailed project proposal.

Commissioner Rousseau moved to approve to award Bid #2428-B, Fayette County Resurfacing Program FY 2022 to the lowest responsive and responsible bidder, ER Snell Contractor Inc., for the amount of \$3,530,969.02 (2017 SPLOST 21TAC), contingent upon concurrence from the Georgia Department of Transportation (GDOT). Vice Chairman Gibbons seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

**15. Request to award Contract #2461-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$299,495.02.**

Mr. Mallon stated that this item was seeking Board approval to award Contract #2461-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$299,495.02.

Commissioner Rousseau moved to approve to award Contract #2461-B HA 5, High Density Mineral Bond to Holbrook Asphalt, Inc. in the amount of \$299,495.02. Vice Chairman Gibbons seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

**16. Request to approve the revision to Fayette County Code Chapter 104-Development Regulations; Article IV. Floodplain Management; Sec. 104-87- Provisions for flood damage reduction to maintain the county's Federal Emergency Management Agency (FEMA) Community Rating Service level.**

Environmental Management Director Bryan Keller stated that this item was seeking approval to a revision to the Flood Plan Ordinance. Mr. Keller stated that Fayette County participated in the FEMA Community Rating System (CRS) program. In order to meet the requirements of this program, an update to the current Floodplain code was required to maintain the county's current rating level of six (6), which afforded a twenty percent (20%) discount on flood insurance to the citizens of Fayette County. Mr. Keller stated that in 2021, the CRS manual was changed for higher regulatory standards. As a result, the County's current ordinance does not meet that standard. He noted that in policy they have been practicing this standard as presented, however in order to maintain rating level 6 a revision in the ordinance was required.

In section 104-87.4(b), Provisions for flood damage reduction, the language was required to remove the word "either" and to change the word "or" to "and" in order to clarify the requirements.

Chairman Hearn thanked Mr. Keller for his hard work and that of his team, as well as the Building Safety Department to ensure citizen safety and appropriate compliance.

Commissioner Rousseau asked, knowing that flood insurance was expensive, how was the information regarding the 20% discount being advertised to citizens so they could take advantage of it. He noted that this would be information he would be sharing.

Mr. Keller stated that there was information regarding the discount noted on the County website, however there was not anything residents needed to do to receive it. Upon applying for insurance, the discount would automatically be applied.

Vice Chairman Gibbons moved to approve revision to Fayette County Code Chapter 104-Development Regulations; Article IV. Floodplain Management; Sec. 104-87- Provisions for flood damage reduction to maintain the county's Federal Emergency Management Agency (FEMA) Community Rating Service level. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

### **ADMINISTRATOR'S REPORTS:**

**A: Contract 2378-S: Water System Engineer of Record; Task Order 25-03: Trilith Booster Pump Station**

**B: Contract 2378-S: Water System Engineer of Record; Task Order 25-04; Chlorine Disinfection Upgrade**

### **Economic Development Trip**

Mr. Rapson stated that he along with Commissioner Rousseau and Phil Mallon would be attending an economic development trip on Monday, October 28-30.

### **BOC Meeting Reminders**

Mr. Rapson advised as a reminder that the November 14th and December 12th BOC meetings would be held at 2:00 p.m., which had been set as a part of the 2024 meeting schedule last year.

Mr. Rapson acknowledged the following staff for receiving recent certifications: Anita Godbee, Jeff Hill, Steve Hoffman, Le Ann Barlett, Bill Lackey, Kayte Vogt, Sheryl Weinmann, Sherry White, Vicki Orr, Sharon Miller, and Marlene Edwards.

### **Hot Projects Update**

Mr. Rapson stated that the Hot Projects report was forwarded to the Board and included updates on the Parks and Recreation multi-use facility, Coastline Bridge improvements, and a Water System AMI project update, Hot-in Place Recycling on Goza Road, the Public Health Building. He noted that there had been a ribbon cutting for Parks and Recreation pickleball courts, which were open and in use. As well as a ribbon cutting for the culvert replacement at Ridge Way which came in under budget.

Commissioner Rousseau asked about issues with receiving power at the new Public Health Facility.

Mr. Rapson stated that there had been an issue receiving a transformer from Georgia Power but it had arrived and in the process of being installed and connected. He stated that there were some concerns that this delay would affect the completion of the facility, however, according to the project manager this would not affect the timeline, yet.

### **Finance Department Award**

He acknowledged that the Finance Department, received notice of the annual comprehensive financial awards. This would be the 30<sup>th</sup> year receiving this award for the General Fund and the 15<sup>th</sup> year receiving it for the Water System.

### **Elections**

Mr. Rapson stated that early voting had exceeded expectations in Fayette County. As of today, there had been 36,534 citizens to early vote, which represented 60% of those who voted in 2020. He extended his appreciation to the Elections Office in their management and handling of this election- a job well done.

### **ATTORNEY'S REPORTS:**

Ms. Cox advised that there needed to be a correction to the vote for item #12.

County Clerk Tameca Smith stated that the motion should be to approve the September 26, 2024 Board of Commissioners Meeting Minutes, correcting the typo approving the September 22, 2024 Executive Session Minutes to the September 12, 2024 Executive Session Minutes.

Chairman Hearn moved to approve the September 26, 2024 Board of Commissioners Meeting Minutes, correcting the typo approving the September 22, 2024 Executive Session Minutes to the September 12, 2024 Executive Session Minutes. Vice Chairman Gibbons seconded. The motion passed 3-0.

**Notice of Executive Session:** Assistant County Ali Cox stated that there were nine items for Executive Session. Four items involving threatened litigation, one item involving pending litigation, three items involving real estate acquisition, and the review of the September 26, 2024, Executive Session Minutes.

### **COMMISSIONERS' REPORTS:**

#### **Commissioner Rousseau**

Commissioner Rousseau thanked county citizens for exercising their right to vote. In reviewing the progress of the new Public Health Facility and evaluating potential delays, Commissioner Rousseau asked if the FF & E had been ordered.

Mr. Rapson stated yes.

#### **Vice Chairman Gibbons**

Vice Chairman Gibbons stated in response to Commissioner Rousseau's comments regarding the new Public Health Facility that Georgia Power was the reason for the recent delay. He noted that he attended the Public Health Board Meeting where they received a detailed update of the project. The updated highlighted that the transformer had been received and with its installation the project would be completed December 2024.

#### **Chairman Hearn**

Chairman Hearn stated that he had an opportunity to tour the new Public Health Facility and was excited and ready to get this project completed. Chairman Hearn encouraged everyone to get out and vote. He noted that he had a great experience voting at the Elections Office. It was a smooth and easy process and extended kudos to the Elections team for their hard work and professionalism.

### **EXECUTIVE SESSION:**

**Four items involving threatened litigation, one item involving pending litigation, three items involving real estate acquisition, and the review of the September 26, 2024, Executive Session Minutes.** Vice Chairman Gibbons moved to go into Executive Session. Chairman Hearn seconded. The motion passed 3-0.

The Board recessed into Executive Session at 6:08 p.m. and returned to Official Session at 6:42 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Vice Chairman Gibbons moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

**Approval of the September 26, 2024 Executive Session Minutes:** Vice Chairman Gibbons moved to approve September 26, 2024, Executive Session Minutes. Commissioner Rousseau seconded the motion. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

### **ADJOURNMENT:**

Vice Chairman Gibbons moved to adjourn the October 24, 2024, Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 3-0. Commissioner Maxwell and Commissioner Oddo were absent.

The October 24, 2024, Board of Commissioners meeting adjourned at 6:42 p.m.

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Marlena Edwards, Chief Deputy County Clerk

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Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 14<sup>th</sup> day of November 2024. Attachments are available upon request at the County Clerk's Office.

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Marlena Edwards, Chief Deputy County Clerk

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve Contract #2503-S; USGS Water Flow and Stream Monitoring-FY2025, in the amount of \$263,700, for an annual agreement with the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring.

**Background/History/Details:**

Special condition requirements in each of the Water System's Surface Water Withdrawal Permits are to monitor reservoir elevations, stream flow and discharge, and water quality indicators on a daily and monthly basis. This data must be reported to Georgia Environmental Protection Division annually to demonstrate compliance.

The USGS provides and maintains 11 stream gages that provide real-time data. These gages are located on Line Creek, Shoal Creek, Flat Creek, Flint River and each of Fayette County's water-supply reservoirs.

The fiscal year 2025 (FY25) contract includes five operational rain gages. In the past, the rain gage cost was bundled into each gage station. The USGS will now be charging these gages as individual line items due to increased QA/QC of the data. In the past, this data was not QC'ed by USGS, and this data was available to County staff for 90 days. This data will now be QC'ed, archived, and available for County staff to review in perpetuity.

**What action are you seeking from the Board of Commissioners?**

Approval of Contract #2503-S; USGS Water Flow and Stream Monitoring-FY2025, in the amount of \$263,700, for an annual agreement with the U.S. Department of the Interior Geological Survey (USGS) for surface water monitoring.

**If this item requires funding, please describe:**

Funding is available in FY2025 50543061 521212.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted Burgess *TB*

From: Colette Cobb *CC*

Date: November 14, 2024

**Subject: Contract #2503-S: USGS Water Flow & Stream Monitoring – FY 2025**

Dissolved oxygen in the water of the county's lakes, rivers, creeks, and streams is important to the quality of the water. One can expect the amount of dissolved oxygen in the water to be lowest during times of low flow in the waterways. A common measure of low flow is called "7Q10" which is the lowest stream flow over a seven-day period that can be expected every ten years.

Each year, the U.S. Department of the Interior, U.S. Geological Survey (USGS) and the County enter into an agreement whereby the USGS maintains real-time stream gauges that are placed in various locations throughout the county, which facilitate the 7Q10 calculation.

The locations of the stream gauges, and the price to maintain each, are as follows:

Stream Gauge Locations	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Flint River at Woolsey Road	14,000	14,250	14,600	15,100	15,100	15,100	15,400	15,800	16,400	18,600
Line Creek downstream of GA 54	14,000	14,250	19,900	15,100	15,100	15,100	15,400	15,800	16,400	17,100
Shoal Creek at GA 54	14,000	14,250	14,600	15,100	15,100	15,100	15,400	15,800	16,400	17,100
Lake McIntosh, near Peachtree City, GA	NA	NA	NA	NA	7,000	7,000	7,150	7,150	7,400	9,300
Line Creek below Lake McIntosh	49,800	51,000	48,000	53,800	48,500	48,500	49,900	52,500	53,800	55,100
Morning Creek at Westbridge Road	19,000	19,400	19,900	20,400	NA	NA	NA	NA	NA	NA
Whitewater Creek at Eastin Road	14,000	14,250	14,600	15,100	NA	NA	NA	NA	NA	NA
Whitewater Creek at Sherwood Road	14,000	14,250	14,600	15,100	NA	NA	NA	NA	NA	NA
Whitewater Creek below Starrs Mill Dam	19,000	19,400	19,900	20,400	NA	NA	NA	NA	NA	NA
Lake Kedron near Peachtree City	6,600	6,800	7,000	7,000	7,000	7,000	7,150	7,150	7,400	9,300
Flat Creek downstream of Lake Kedron	41,700	43,800	35,100	40,200	15,100	15,100	15,400	15,800	16,400	17,100
Lake Peachtree at Peachtree City	6,600	6,800	7,000	7,000	7,000	7,000	7,150	7,150	36,100	38,600
Flat Creek below Lake Peachtree	49,800	51,000	53,300	53,800	48,500	48,500	49,900	52,500	53,800	55,100
Lake Horton (Tailrace) near Fayetteville	6,600	6,800	7,000	7,000	7,000	7,000	7,150	15,800	16,400	17,100
Lake Horton (Headwater) near Fayetteville	NA	NA	7,000	7,000	7,000	7,000	7,150	7,150	7,400	9,300
Camp Creek at Helmer Road	14,000	14,250	14,600	15,100	NA	NA	NA	NA	NA	NA
Nash Creek (bacteria only)	5,000	5,150	5,300	5,300	NA	NA	NA	NA	NA	NA
	288,100	295,650	302,400	312,500	192,400	192,400	197,150	212,600	247,900	263,700
	288,100	295,650	302,400	312,500	192,400	192,400	197,150	212,600	247,900	263,700
Change From Previous Year		2.6%	2.3%	3.3%	-38.4%	0.0%	2.5%	7.8%	16.6%	6.4%

The Water System states that the USGS has the only accepted method for reporting and compliance monitoring of open-channel streams. For this reason, they recommend contracting with USGS each year for the service. They report that they are satisfied with the services provided by the USGS, as seen in the attached Contractor Performance Evaluation (Attachment 1).

For budget and expense purposes, it should be noted that the contract follows the Federal fiscal year, which begins on October 1 and ends on September 30 each year.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	2501-S: USGS Water Flow & Stream Monitoring – FY 2025
<b>Vendor</b>	U.S. Department of the Interior
<b>Contract Term</b>	10/1/2024 to 9/30/2025 Corresponding with Fed Fiscal Year
<b>Firm Fixed Price</b>	\$263,700.00 for the Federal FY (10/1/2024-9/30/2025)

**Budget:**

Fund	505	Water System
Org.	50543061	Water Laboratory
Object	521212	Licenses & Professional Fees
Available Budget	\$259,750.00	To pay County FY 2025 invoices

First quarterly payment, at previous contract rate*	\$61,975.00
Second quarterly payment, at new contract rate	\$65,925.00
Third quarterly payment, at new contract rate	\$65,925.00
Fourth quarterly payment, at new contract rate	\$65,925.00
Total for County Fiscal Year 2025	<u>\$259,750.00</u>

\*Previous contract #2321-S rate was approved by the BOC on September 28, 2023.

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: US Geological Survey	Contract Number: 2321-S
Mailing Address: 1770 Corporate Drive, Suite 500	Contract Description or Title: USGS Water Flow & Stream Monitoring FY2024
City, St, Zip Code: Norcross, GA 30093	Contract Term (Dates) From: 10/1/2023-9/30/2024
Phone Number: 678-924-6700	Task Order Number: N/A
Cell Number: N/A	Other Reference: for award of contract 2503-S FY2025
E-Mail Address: N/A	

### DEFINITIONS

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.


**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

### EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule		X			
2. Condition of delivered products		X			
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule		X			
10. Other (specify):					
11. Overall evaluation of contractor performance		X			

### EVALUATED BY

Signature: 	Date of Evaluation: 10/24/24
Print Name: Emily Larrimore	Department/Division: Water System
Title: Laboratory & Compliance Specialist	Telephone No: 770-320-6084







## United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
South Atlantic Water Science Center  
1770 Corporate Drive, Suite 500  
Norcross, GA 30093

September 13, 2024

Mr. Ben Martin  
Maintenance Manager  
Fayette County Water System  
245 McDonough Rd  
Fayetteville, GA 30214

Dear Mr. Martin:

Attached is our standard joint-funding agreement 25MPJFAG0000001 between the U.S. Geological Survey South Atlantic Water Science Center and Fayette County Water System for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of \$263,700.00 from your agency. U.S. Geological Survey contributions for this agreement are \$0.00 for a combined total of \$263,700.00. Please sign and return one fully-executed original to Megan Jernigan at [sawscbudgethelp@usgs.gov](mailto:sawscbudgethelp@usgs.gov) or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Robert Sobczak at (470) 734-1524 or email [rsobczak@usgs.gov](mailto:rsobczak@usgs.gov) to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Megan Jernigan at phone number (919) 819-9441 or [sawscbudgethelp@usgs.gov](mailto:sawscbudgethelp@usgs.gov).

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

A handwritten signature in cursive script that reads "Victor Engel".

Victor C. Engel  
Director, South Atlantic Water Science Center

Attachment  
25MPJFAG0000001

**Form 9-1366  
(May 2018)**

**U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations**

**Customer #: 6000001126  
Agreement #: 25MPJFAG0000001  
Project #: MP00GXH  
TIN #: 58-6000826**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, South Atlantic Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Fayette County Water System party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00.

- (a) \$0.00 by the party of the first part during the period October 1, 2024 to September 30, 2025
- (b) \$263,700.00 by the party of the second part during the period October 1, 2024 to September 30, 2025
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0.00.
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Robert Sobczak  
Assistant Director for Data- Georgia  
Address: 1770 Corporate Drive Suite 500  
Norcross, GA 30093  
Telephone: (470) 734-1524  
Fax: (678) 924-6710  
Email: [rsobczak@usgs.gov](mailto:rsobczak@usgs.gov)

**Customer Technical Point of Contact**

Name: Ben Martin  
Maintenance Manager  
Address: 245 Mcdonough Rd  
Fayetteville, GA 30214  
Telephone: (770) 320-6085  
Fax:  
Email: [bmartin@fayettecountyga.gov](mailto:bmartin@fayettecountyga.gov)

**USGS Billing Point of Contact**

Name: Megan Jernigan  
Budget Analyst  
Address: 3916 Sunset Ridge Road  
Raleigh, NC 27607  
Telephone: (919) 819-9441  
Fax:  
Email: [sawscbudgethelp@usgs.gov](mailto:sawscbudgethelp@usgs.gov)

**Customer Billing Point of Contact**

Name: Casey Williamson  
Finance Operations Manager  
Address: 245 Mcdonough Rd  
Fayetteville, GA 30214  
Telephone: (770) 320-6018  
Fax:  
Email: [cwilliamson@fayettecountyga.gov](mailto:cwilliamson@fayettecountyga.gov)

U.S. Geological Survey  
United States  
Department of Interior

Fayette County Water System

Signature

By VICTOR ENGEL  
Digitally signed by VICTOR ENGEL  
Date: 2024.09.18 08:19:47 -04'00'  
Name: Victor C. Engel  
Title: Director, South Atlantic Water Science Center

Signatures

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

Name:  
Title:

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

Name:  
Title:

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

Name:  
Title:

<b>Fayette County: 25MPJFAG0000001</b>					
<b>10/1/2024 to 9/30/2025</b>					
Site Name	Site Number	Collection Code	USGS CMF	Cooperator	Total Cost
FLINT RIVER AT WOOLSEY ROAD, NEAR WOOLSEY, GA	02344396	QCONT	\$ -	\$ 17,100	\$ 17,100
LAKE HORTON TAILRACE NEAR FAYETTEVILLE, GA	02344424	QCONT	\$ -	\$ 17,100	\$ 17,100
LINE CREEK BELOW GA 54, NEAR PEACHTREE CITY, GA	02344605	QCONT	\$ -	\$ 17,100	\$ 17,100
SHOAL CREEK AT GA54, NEAR SHARPSBURG, GA	02344620	QCONT	\$ -	\$ 17,100	\$ 17,100
FLAT CR DS OF LAKE KEDRON, NR PEACHTREE CITY, GA	02344655	QCONT	\$ -	\$ 17,100	\$ 17,100
LINE CREEK BLW LAKE MCINTOSH, NR PEACHTREE CITY,GA	02344630	QCONT	\$ -	\$ 17,100	\$ 17,100
FLAT CREEK DS OF LAKE AT PEACHTREE CITY, GA	02344673	QCONT	\$ -	\$ 17,100	\$ 17,100
LAKE MCINTOSH NEAR PEACHTREE CITY, GA	02344628	STGCONT	\$ -	\$ 7,800	\$ 7,800
LAKE HORTON HEADWATER NEAR FAYETTEVILLE, GA	02344423	STGCONT	\$ -	\$ 7,800	\$ 7,800
LAKE KEDRON NEAR PEACHTREE CITY, GA	02344650	STGCONT	\$ -	\$ 7,800	\$ 7,800
LAKE PEACHTREE HEADWATER AT PEACHTREE CITY, GA	02344671	STGCONT	\$ -	\$ 7,800	\$ 7,800
LINE CREEK BLW LAKE MCINTOSH, NR PEACHTREE CITY,GA	02344630	WQCONT	\$ -	\$ 38,000	\$ 38,000
FLAT CREEK DS OF LAKE AT PEACHTREE CITY, GA	02344673	WQCONT	\$ -	\$ 38,000	\$ 38,000
LAKE PEACHTREE HEADWATER AT PEACHTREE CITY, GA	02344671	WQCONT	\$ -	\$ 29,300	\$ 29,300
FLINT RIVER AT WOOLSEY ROAD, NEAR WOOLSEY, GA	02344396	PRECIP-CONT	\$ -	\$ 1,500	\$ 1,500
LAKE HORTON TAILRACE NEAR FAYETTEVILLE, GA	02344424	PRECIP-CONT	\$ -	\$ 1,500	\$ 1,500
LAKE MCINTOSH NEAR PEACHTREE CITY, GA	02344628	PRECIP-CONT	\$ -	\$ 1,500	\$ 1,500
LAKE KEDRON NEAR PEACHTREE CITY, GA	02344650	PRECIP-CONT	\$ -	\$ 1,500	\$ 1,500
LAKE PEACHTREE HEADWATER AT PEACHTREE CITY, GA	02344671	PRECIP-CONT	\$ -	\$ 1,500	\$ 1,500
		<b>Grand Total</b>	<b>\$ -</b>	<b>\$ 263,700</b>	<b>\$ 263,700</b>

MONITORING CATEGORY	USGS	CUSTOMER	TOTAL
	FUNDS	CASH	COST
SURFACE WATER (SW)	\$ -	\$ 150,900	\$ 150,900
GROUND WATER (GW)	\$ -	\$ -	\$ -
CLIMATE (CLIM)	\$ -	\$ 7,500	\$ 7,500
WATER QUALITY (WQ)	\$ -	\$ 105,300	\$ 105,300
	\$ -	\$ 263,700	\$ 263,700

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to adopt Resolution 2024-12 to update a Rate and Fee Schedule kept and maintained at the Fayette County Water System.

**Background/History/Details:**

The Board of Commissioners has updated its wholesale water rate which charges for the wholesale customers of the Fayette County Water System. The FCWS keeps and maintains a Rate and Fee Schedule on file with the wholesale water rate included as one of the items listed on that Rate and Fee Schedule. This request is to adopt and update that Rate and Fee Schedule.

Effective March 1, 2025, the Fayette County Water System proposes to increase its wholesale rate to \$3.15 per 1,000 gallons.

The Rate and Fee Schedule is attached as Exhibit "A".

**What action are you seeking from the Board of Commissioners?**

Approval to adopt Resolution 2024-12 to update a Rate and Fee Schedule kept and maintained at the Fayette County Water System.

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**RESOLUTION**

**NO. 2024-\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA; TO ADOPT AND UPDATE THE RATE AND FEE SCHEDULE KEPT AND MAINTAINED BY THE FAYETTE COUNTY WATER SYSTEM FOR RATES AND FEES CHARGED BY THE FAYETTE COUNTY WATER SYSTEM; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Fayette County, Georgia (the “Board of Commissioners”), is the duly elected governing authority for Fayette County, Georgia; and

**WHEREAS**, the Board of Commissioners has updated its wholesale water rate which it charges for the wholesale customers of the Fayette County Water System; and

**WHEREAS**, the Fayette County Water System keeps and maintains a Rate and Fee Schedule on file at the Fayette County Water System located at 245 McDonough Road, Fayetteville, Georgia, with the wholesale water rate included as one of the items listed on that Rate and Fee Schedule; and

**WHEREAS**, the Board of Commissioners desires to adopt and update that Rate and Fee Schedule.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Fayette County, Georgia, that the Rate and Fee Schedule attached hereto as Exhibit “A” is hereby adopted as the updated Rate and Fee Schedule.

**BE IF FURTHER RESOLVED THAT** this updated Rate and Fee Schedule shall be kept on file at the Fayette County Water System, 245 McDonough Road, Fayetteville, Georgia, where the Director of the Fayette County Water System, or his/her designee, shall be responsible for maintaining this Rate and Fee Schedule.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Lee Hearn, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. Smith, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney



## Rate and Fee Schedule

All Fayette County Water System meters are read and billed monthly.			
Monthly Minimum Fee			
The monthly minimum fee is assessed by meter size.			
Meter Size	Residential	Non-Residential	Irrigation
These fees include the first 2,000 gallons of usage.			
3/4"	\$18.48	\$18.48	\$36.96
1"	\$18.48	-	\$36.96
Fees are billed to all active accounts and do not include usage.			
1"	-	\$11.55	-
1 1/2"	\$17.33	\$17.33	\$34.66
2"	\$23.10	\$23.10	\$46.20
3"	\$28.88	\$28.88	\$57.76
4"	\$34.65	\$34.65	\$69.30
6"	-	\$40.43	-
8"	-	\$46.20	-
10"	-	\$57.75	-
Usage Rate			
Rates are based upon metered water usage.			
Charges are billed to the consumer on a per thousand-gallon basis.			
	Tier	Gallons	Rate
Residential Water 3/4" and 1"	1	0 - 2,000	Included
	2	2,001 - 19,999	\$3.23
	3	20,000 and above	\$4.39
Residential Water 1 1/2" and above	1	0	Minimum based on meter size
	2	1 - 19,999	\$3.23
	3	20,000 and above	\$4.39
	Tier	Gallons	Rate
Non-Residential Water 3/4"	1	0 - 2,000	Included
	2	2,001 and above	\$3.23
Non-Residential Water 1" and above	1	0	Minimum based on meter size
	2	1 and above	\$3.23
	Tier	Gallons	Rate
Irrigation Water 3/4" and 1"	1	0 - 2,000	Included
	2	2,001 - 19,999	\$6.46
	3	20,000 and above	\$8.78
Irrigation Water 1 1/2" and above	1	0	Minimum based on meter size
	2	0 - 19,999	\$6.46
	3	20,000 and above	\$8.78
Service Fee			
Service Fee	\$25.00		
Reconnect Fee	\$50.00		
Return Item Fee	\$30.00		
Tampering Fee	\$150.00		
Late Fee	10% of amount due		
Leak Protection	\$3.00 per month		

## EXHIBIT "A"

# Rate and Fee Schedule

## Plan Review and Inspection Fee

Plan Review Fees are for review of civil plans for construction of residential subdivision or non-residential properties.

<b>Residential</b>	\$50 per lot	No Cap
<b>Non-Residential</b>	\$500 minimum + \$50 per 1,000 sq.ft.	\$3,000 Cap (excludes "Other Fees")

### Other Fees:

Water Availability Letter	\$50.00
Second Reinspection Fee	\$50.00
Subsequent Reinspection Fee	\$75.00
Subsequent Plan Review Fee	\$20.00
Water Line Acceptance Letter	\$20.00

## Meter Connection Fee

Meter Connection Fees are assessed for FCWS providing the water meter, installing the meter and backflow device to the existing water distribution system service connection up to 2".

Meter Size	Residential	Non-Residential	
<b>3/4"</b>	\$1,250.00	\$1,350.00	
<b>1"</b>	\$1,600.00	\$2,500.00	
<b>1 1/2"</b>	\$6,000.00	\$4,500.00	
<b>2"</b>	\$10,000.00	\$6,000.00	
<b>4"</b>	-	-	
<b>6"</b>	-	-	
<b>8"</b>	-	-	
<b>10"</b>	-	-	

## Accessibility Fee

An Accessibility Fee is charged when existing FCWS distribution system infrastructure is accessible for connection. Service connections will be completed by FCWS for existing residential structures. For non-residential, new residential construction and additional service connections for parcels, service connections must be completed by approved water line contractors in accordance with FCWS Development Standards.

Meter Size	Residential	Non-Residential	
<b>3/4"</b>	\$1,000.00	\$1,000.00	
<b>1"</b>	\$1,000.00	\$1,000.00	
<b>1 1/2"</b>	\$1,000.00	\$2,000.00	
<b>2"</b>	\$1,000.00	\$2,000.00	
<b>4"</b>	\$1,000.00	\$30,000.00	
<b>6"</b>	\$1,000.00	\$50,000.00	
<b>8"</b>	\$1,000.00	\$70,000.00	
<b>10"</b>	-	-	

## Fire Hydrant Meter Permit

Permit provides customer with a hydrant meter to measure volume of water obtained from the fire hydrant.

	Gallons	Rate
<b>Deposit</b>	-	\$700.00
<b>Monthly Minimum</b>	-	\$32.30
	5,000	Included
	10,000	\$64.60
	15,000	\$96.90
	15,001 and above	\$6.46 per 1,000 gal.

# Rate and Fee Schedule

<b>Wholesale Rate</b>
Rate is based upon metered water usage. Charges are billed to the wholesale consumer on a per thousand-gallon basis.
\$3.15

<b>Sewer Billing Fee</b>
FCWS provides sewer billing services for the sewer entities. Fee is charged per customer billed.
\$1.82

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City.

**Background/History/Details:**

Effective March 1, 2025, the Fayette County Water System proposes to increase its wholesale rate to \$3.15 per 1,000 gallons. This will reflect an 18 percent increase over the current wholesale rate of \$2.67 established in 2022.

In 2022, Raftelis, a municipal financial advisor, conducted the Water Systems' wholesale rate analysis according to the American Water and Wastewater Association standards. Water System staff used the Raftelis model using the system's 2024 fiscal year operating expenses and depreciation of assets. The rate study supports the aforementioned 18 percent increase of the County's wholesale water rate.

The rate study was presented to the Water Committee at the October 16, 2024 meeting. Water Committee voted to approve this increase.

Notice of wholesale rate increase will be provided to City of Fayetteville and City of Peachtree City per our agreement with each entity.

**What action are you seeking from the Board of Commissioners?**

Approval to increase the Water System's wholesale rate to \$3.15 per 1,000 gallons and send notice of the wholesale rate increase to the City of Fayetteville and City of Peachtree City.

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

November 15, 2024

Mr. Ray Gibson, City Manager  
City of Fayetteville  
210 Stonewall Avenue West  
Fayetteville, Georgia 30214

RE: Notice of Wholesale Rate Increase

Dear Mr. Gibson:

Effective March 1, 2025, Fayette County Water System will increase its wholesale rate to \$3.15 per 1,000 gallons. This new rate reflects an 18 percent increase over the previous wholesale rate of \$2.67 established in 2022. This increase is contemplated by the December 11, 1984, Water Agreement between Fayette County and the City of Fayetteville (the "Agreement"). Paragraph 5 of the Agreement provides, in part, that "[t]he County shall notify the City 45 days prior to a new rate going into effect."

In 2022, Raftelis, a municipal financial advisor, conducted our wholesale rate analysis according to the American Water and Wastewater Association standards (the "Rate Study"). Water System staff applied the Rate Study model with the System's 2024 fiscal year operating expenses and depreciation of assets. The Rate Study supports the aforementioned 18 percent increase of the County's wholesale water rate.

The Fayette County Board of Commissioners approved the new wholesale rate at its November 14, 2024, meeting.

Yours sincerely,

Steve Rapson  
County Administrator

November 15, 2024

Mr. Justin Strickland, City Manager  
City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30269

RE: Notice of Wholesale Rate Increase

Dear Mr. Strickland:

Effective March 1, 2025, Fayette County Water System will increase its wholesale rate to \$3.15 per 1,000 gallons. This new rate reflects an 18 percent increase over the previous wholesale rate of \$2.67 established in 2022. This increase is contemplated by the November 12, 2015, Water Franchise Agreement between Fayette County and the City of Peachtree City (the “Agreement”).

In 2022, Raftelis, a municipal financial advisor, conducted our wholesale rate analysis according to the American Water and Wastewater Association standards (the “Rate Study”). Water System staff applied the Rate Study model with the System’s 2024 fiscal year operating expenses and depreciation of assets. The Rate Study supports the aforementioned 18 percent increase of the County’s wholesale water rate.

The Fayette County Board of Commissioners approved the new wholesale rate at its November 14, 2024 meeting.

Yours sincerely,

Steve Rapson  
County Administrator



# WHOLESALE RATE

**January 2020:** Board of Commissioners approved an interconnectivity initiative with Integrated Science and Engineering.

## Initiative components:

- Hydraulic model development
- Safe yield analysis for long-term water supply demand
- **Service delivery rate for wholesale water sales**

Compliance with the Water System Interconnection, Redundancy, and Reliability Act, ensuring water systems can accept or share water with adjacent providers.



# WHOLESALE RATE

**October 2021:** Raftelis, a municipal financial advisor, conducted the Water System’s wholesale rate analysis based on American Water and Wastewater Association standards (AWWA).

Two Components:

- **Operating Cost** – recovers operating cost jointly attributable to both retail and wholesale customers
- **Capital Cost**- recovers annual depreciation which represents renewal and replacement of Water System assets

Wholesale Rate Components	FY2021
Operating Cost	\$1.50
Capital Cost	\$1.17
<b>Wholesale Rate (kgal)</b>	<b>\$2.67</b>

**May 2022:** Board of Commissioner's approved the recommended wholesale rate of \$2.67, reflecting a 10% increase from the previous rate of \$2.43 established in 2009.





# WHOLESALE RATE

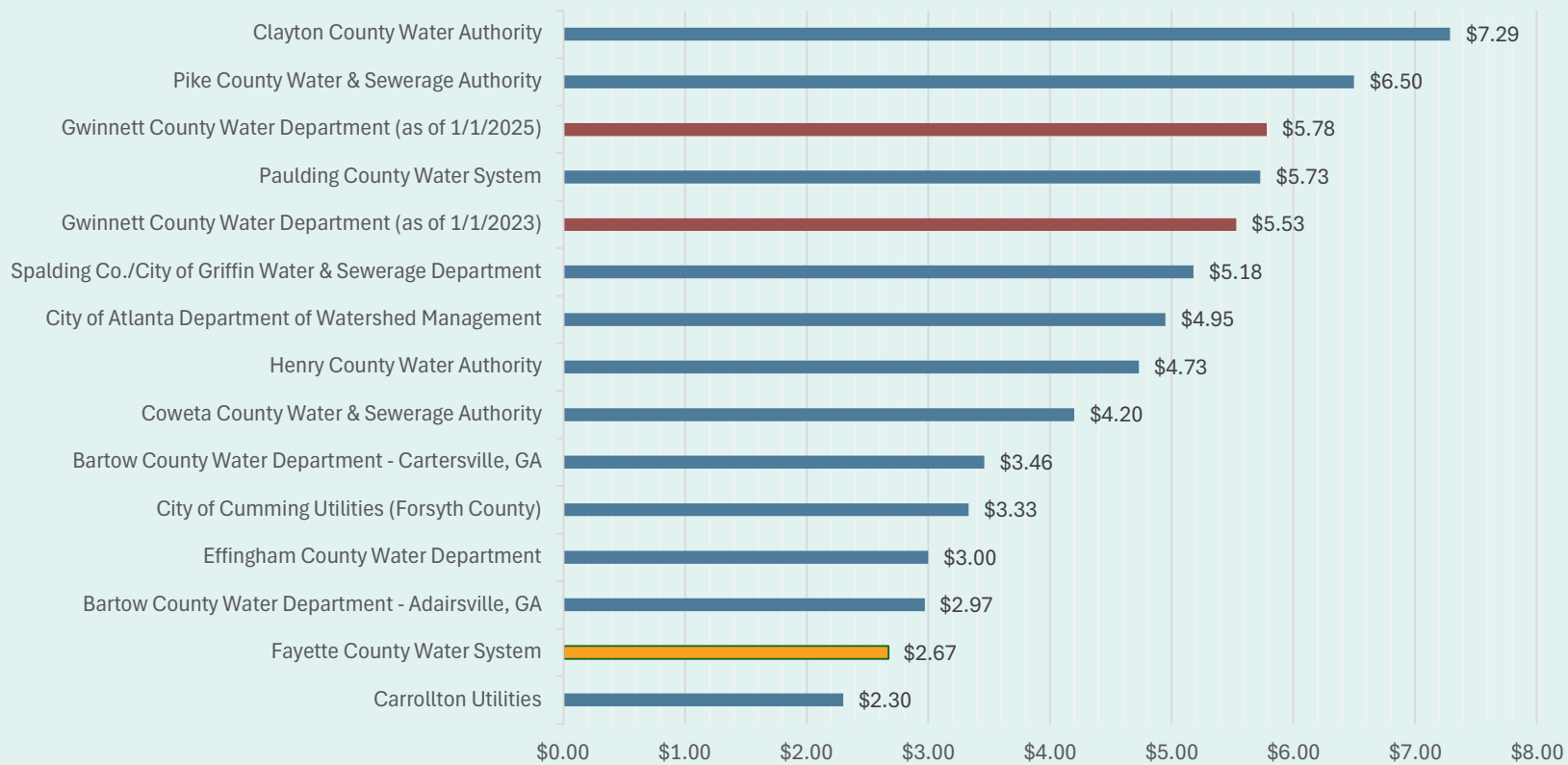
The Water System staff utilized the Raftelis model to perform a wholesale rate analysis for the Water System based on 2024 data.

<b>Wholesale Rate Components</b>	<b>FY2024</b>
Operating Cost	\$1.94
Capital Cost	\$1.21
<b>Wholesale Rate (kgal)</b>	<b>\$3.15</b>

The Water System is recommending the wholesale rate of \$3.15, reflecting an 18% increase from the previous rate of \$2.67 established in 2022.

This wholesale rate will impact City of Fayetteville, Coweta County Water and Sewerage Authority, City of Peachtree City accounts, and future wholesale customers.

## Wholesale Rate (per 1,000 gal)



## **WATER FRANCHISE AGREEMENT**

**WHEREAS**, the City of Peachtree City, a municipal corporation of the State of Georgia (hereinafter the “City”) owns certain property, easements and right of ways within the corporate limits of Peachtree City, Georgia, including but not limited to Lake Peachtree (hereinafter the “Lake”); and

**WHEREAS**, through a series of intergovernmental agreements beginning in 1966, and amendments thereto, between the City (or Georgia Utilities Company) and Fayette County, Georgia (hereinafter the “County”), the City has granted to the County water withdrawal rights from the Lake which has enabled the County’s provision of drinking water from the Lake for the County’s water system; and

**WHEREAS**, through such agreements, the City granted the County the exclusive right, privilege and franchise to enter the corporate limits of the City and therein construct and thereafter operate, maintain, repair, replace, add to, extend and improve certain components to the County’s water system; and

**WHEREAS**, in accordance with said previous agreements, the County is presently dredging certain areas of the Lake bed to remove siltation; and

**WHEREAS**, the City and the County have also entered into an agreement entitled the “Loghouse Well Agreement” as of June 10, 1993 to expire on October 11, 2034 whereby certain rights and responsibilities were set out between the City and the County pertaining to the treatment of water from the Loghouse Well; and

**WHEREAS**, the City and County (hereinafter collectively the “Parties” or individually a “Party”) wish to enter into a new agreement which replaces and supersedes all of the following previous agreements: 04/01/1966, 05/23/1966, 04/21/1981, 09/17/1984, 10/18/1984, 03/29/1985 and extends their partnership through the end of the calendar year 2035, and terminates that agreement known as and referred to as the “Loghouse Well Agreement” entered into as of June 10, 1993;

**WHEREAS**, the entering into of this intergovernmental agreement (hereinafter the “Agreement”) is authorized under the Constitution and laws of the State of Georgia, particularly Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I of the Georgia Constitution.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements set forth herein, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree to the following terms and conditions.

## **Section 1. Term of Agreement**

1.1 The preamble is incorporated here by reference as if fully restated.

1.2 This Agreement shall become binding and effective upon the date of the last signature hereto, and the term of this Agreement shall be that period of time between said date and 11:59 PM of December 31, 2035.

1.3 The agreement entitled the "Loghouse Well Agreement" which was entered into by the City and the County as of June 10, 1993 with an expiration date of October 11, 2034 is terminated completely as of the effective date of this Agreement. The County shall provide water to the City at the commercial wholesale water rate in exchange for terminating the "Loghouse Well Agreement." The City will assume the maintenance and operation of the well, once the County has brought the well up to full operational condition.

## **Section 2. Water Withdrawal from the Lake**

2.1 For the purpose of providing water to the citizens, businesses and governmental entities in the City and the County, the City grants to the County the right to withdraw water from the Lake at or within five hundred feet (500') of the dam of the Lake and in the amount not to exceed four million, five hundred thousand gallons per twenty-four hour day.

2.2 In exchange for the water withdrawal rights granted in this Agreement, the County shall operate and maintain in good working order (including repair and replace) its water withdrawal system and ensure that in the exercise of such rights the County does not adversely impact the soundness of the Lake dam and spillway. Furthermore, the County agrees to operate the dam and spillway at no cost to the City and indemnify the City for any damage to the dam and spillway resulting from the County's negligent operation of same. The County's operation and maintenance of the dam and spillway will occur consistent with the County's standard operations and maintenance procedures which are required to be employed for a drinking water reservoir. All employees of the County who perform the operations and maintenance on the dam and spillway will remain employees of the County. Maintenance of the dam may include removal of trees from the dam. Should it be determined by the appropriate state agency that removal of the trees from the dam is consistent with best practices for dam maintenance, the County shall take all necessary action to cause the trees on the dam to be removed. If, however, the appropriate state agency determines that removal of the trees on the dam is not consistent with best practices for dam maintenance, and the City still desires the trees to be removed, the City and County will agree on the appropriate terms and conditions under which such removal shall occur. To the extent there is any seepage of water through the dam, and such seepage is the result of a lack of maintenance or improper maintenance, the County will take all necessary action to cause the seepage to cease. The City agrees to exercise its best efforts to take all reasonable measures which would result in a reduction of silt being introduced into the Lake.

2.3 Except for dredging, maintenance, repairs, or when the City replaces the spillway as provided under paragraph 2.8 of this Agreement, the County and the City agree to exercise their best efforts to maintain the water in the Lake at a minimum pool level of 784.4 feet Mean Seal Level NAVD88 (“Minimum Pool Level”).

2.4 The City acknowledges that the County has a permit to withdraw water from the Lake and a permit to withdraw from Lake Kedron through the Lake, and it agrees to cooperate with the County in maintaining said permits which are attached hereto and incorporated herein as Exhibit “A”. The County covenants and agrees to provide the City with advance notice of its intention to no longer renew or transfer said permit(s) and to cooperate with the City if the City desires to secure water withdrawal rights. To the extent that it is under the County’s reasonable control, the County covenants and agrees to maintain said permits for the life of this Agreement unless it transfers said permits to the City or unless otherwise ordered by the State.

2.5 The County acknowledges that it does not have nor does this Agreement convey any general right of public or private access to or use of the Lake except that which is needed by the County to withdraw water and perform its obligations under this Agreement.

2.6 Under previous agreements, the County was obligated to dredge the siltation and remove vegetation in certain areas of the Lake. This dredging obligation occurred when the City and the County jointly inspected and tested the condition of the Lake to determine the amount of dredging required, if any, on at least an eight to ten (8-10) year cycle. The Parties desire to transition to new methodology in order to determine when future dredging should occur. The Parties agree that a bathymetric survey will be performed to determine the topography of the entire Lake bottom, accurate to within two tenths of one foot (0.2’). This bathymetric survey shall occur on or before January 15, 2016 and shall serve as the Baseline Survey for the following joint dredging event (“Baseline Survey”). The cost of the Baseline Survey shall be borne by the County. Thereafter, a bathymetric survey shall be performed within 90 days after January 15, 2030 (“2030 Survey”). The 2030 Survey shall be done by the City and the cost of same shall be divided equally between the City and County, fifty percent (50%) each. A Registered Land Surveyor licensed to practice in the State of Georgia will prepare all bathymetric surveys required under this Agreement.

2.7 Within 12 months of the certification by the registered land surveyor of the 2030 Survey, the City shall commence dredging within Zone 1, which is depicted in Exhibit “B” attached hereto and incorporated herein as Zone 1 (“Joint Dredging”). The City and the County shall be obligated to divide the cost of the Joint Dredging equally between the City and County, fifty percent (50%) each. The County agrees to contribute to the City up to ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS toward the City’s portion of the cost of the Joint Dredging. (For example, if the dredging costs \$3 million, then the cost of the dredging would be divided in half with \$1.5 million allocated to each party. The County would then contribute its pledged \$1 million to the City’s \$1.5 million portion of the dredging cost. Additionally, if the dredging costs

less than \$2 million, then the cost of the dredging would be divided in half and the credit from the County to the City would be less than \$1 million.) The parties also agree to divide equally, fifty percent (50%) each, the costs for repairs to city and county roads damaged by trucks removing dredged sediment. The City and County agree that the City will be responsible for all actions necessary up to and including the dredging. The Joint Dredging will be for the purpose of removing that amount of silt which has accumulated since the Baseline Survey, plus and additional ten (10%) of that amount (the "Dredging Total"). To the extent that the City desires to perform dredging in excess of the Dredging Total, the County will not be responsible to participate in the cost of dredging in excess of the Dredging Total. The City acknowledges that all liability for the Joint Dredging operation will be borne by the City and that County's participation is limited only to its monetary contribution. Notwithstanding the Joint Dredging, nothing in this Agreement precludes the City from dredging any portion of the Lake at its own cost during the term of this Agreement.

2.8 In exchange for the City agreeing to accept all responsibility and liability for the dam, spillway, banks and bottom of the Lake, except where specifically stated otherwise in this Agreement, the County shall contribute monetarily to a new spillway for the Lake. Within 30 days from the City providing the County written notice that the City has entered into a construction contract to build the new spillway for the Lake, the County shall pay the City the amount of TWO MILLION AND 00/00 (\$2,000,000.00) DOLLARS towards the construction of such spillway. This payment is non-refundable; provided however, that the City shall refund to the County fifty percent (50%) of said sum if the new spillway is not complete within four years from the date said payment is made.

2.9 The Parties acknowledge that circumstances in the future may dictate that the intake pump structure at the Lake should be moved from the Lake to Lake Kedron in order to more adequately supply water for the County's water system. In the event that the County determines that such a move is in the best interest of the customers of the County's water system, the County will bear all expense in moving the intake pump structure from the Lake to Lake Kedron. The City agrees to cooperate with the County to enable the County to move the aforesaid intake pump structure from the Lake to Lake Kedron.

### **Section 3. Water Franchise**

3.1 Except as otherwise provided in this Agreement and for the purpose of providing water service to the citizens, businesses and governmental entities of the City and County, the City grants to the County the exclusive franchise rights to provide and operate its County owned and operated water system within public rights-of-way and public utility easements within the incorporated boundaries of the City; provided, however, that such grant does not include those public rights-of-way and public utility easements in those areas annexed into the City where water is being provided by some other utility at the time of annexation.

3.2 The County shall undertake to supply a reasonable amount of water service to all citizens, businesses and governmental entities of the City desirous of obtaining such water service.

3.3 The County shall have the right to construct, operate, maintain, replace, repair and extend its water lines and appurtenant structures within the public rights-of-way and public utility easements of the City.

3.4 The County shall in all cases restore all streets, highways, alleys, roads, sidewalks, cart paths, bridges, utilities, public and private facilities and places, and other things or grounds of the City disturbed by the County in the exercise of this Agreement to the condition prior to such disturbance, and shall conduct its operation, maintenance, repair, replacement, extension and additions to the system without undue obstruction of foot, bicycle, golf cart or vehicular traffic, and shall make all restorations as above required within a reasonable time.

3.5 It is expressly provided, however, that in the event the County shall hereafter be unable or unwilling, from time to time, to make additions, extensions and improvements to its water system within the present and future corporate limits of the City, then the City, if it desires to do so, may construct such additions, extensions and improvements, without violating this exclusive franchise agreement; provided, however, the City must first seek and be provided written notice from the County that it is unwilling or unable to make the additions, extensions and improvements desired by the City, or in any event after the expiration of ninety (90) days from the date the City furnishes the County with written notice of its desire for additional water facilities. The City, in constructing such additions, extensions and improvements, shall do so consistent with the County's laws, ordinances and regulations relating to such additions, extensions and improvements to the County's Water System. The City agrees that the County shall perform inspections to ensure that the construction of such additions, extensions and improvements is performed consistent with the County's laws, ordinances and regulations. Upon completion, the additions, extensions and improvements so constructed shall be the property of the County. In the event the City should construct said additions, extensions and improvements after receiving said notice from the County or after allowing for a timely response, the County shall furnish water service to the properties serviced by said additions and extensions. If the County provides notice that it will construct such additions and extensions needed to supply water service to such areas, then it must do so within a reasonable period of time.

3.6 The water rates imposed by the County shall be uniform within each class of customers regardless of whether the customers are located within or without the incorporated area of the City.

#### **Section 4. Miscellaneous Provisions**

4.1 The County covenants and agrees that it will indemnify the City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the County's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the City of not less than sixty (60) days prior to the City taking action, the County fails to perform its obligations under this Agreement, the City may perform, but shall not be obligated to perform, such obligations. If the City so performs, the County shall reimburse the City for all reasonable costs and expenses incurred by the City. The City covenants and agrees that it will indemnify the County and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the City's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the County of not less than sixty (60) days prior to the County taking action, the City fails to perform its obligations under this Agreement, the County may perform, but shall not be obligated to perform, such obligations. If the County so performs, the City shall reimburse the County for all reasonable costs and expenses incurred by the County.

4.2 Unless otherwise expressly agreed to by the Parties, the County shall pay for its performance of any right or obligation under this Agreement solely and exclusively from the revenues derived from its water system or from the proceeds received from the issuance of revenue bonds against its water system.

4.3 The Parties acknowledge and agree that each Party may in the future issue revenue bonds based upon the terms of this Agreement and that in so doing the holders of such revenue bonds hereafter issued by the County or City or both shall have an interest in the Parties' respective performance hereunder. The Parties covenant that this Agreement cannot be terminated, modified or amended in any way which would adversely affect the rights of any such bond holders without their express consent.

4.4 The Parties recognize that either party may sell revenue bonds to finance undertakings consistent with the exercise of the rights and obligations afforded under this Agreement. The County covenants to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain its water system on a sound basis, to pay the principal of and interest on any revenue bonds hereafter issued by County as same mature and to create and maintain an adequate reserve for that purpose, as well as to create and maintain a reserve for maintenance, extensions and improvements to the system. It is further recognized that the County may hereafter issue from time to time refunding bonds to refund any and all such bonds and the aforesaid covenant, relative to the adoption, maintenance and revisions of rates and the collection of fees and charges for water service and facilities would likewise be applicable to any such refunding bonds or obligations. The County, however, by the acceptance of this Agreement, covenants to operate and maintain, at all times, said system in a



business-like manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any resolution authorizing the issuance of any of its obligations, and that all such rates shall, as far as practicable, be uniform in application consistent with the cost involved.

4.5 “Notwithstanding paragraphs 4.3 and 4.4,” within 365 days prior to the date of the natural expiration of this Agreement or after its prior termination by either Party, if the County has the right to sell that portion of its water system within the limits of the City, excluding the Crosstown Water Treatment Plant, the Distribution Plant and all other components with the County’s water system within the City which distributes County water to areas outside the City limits, the City, upon written notice to the County therefor, shall have the right and option to purchase from County the water system, including pipes, lines, facilities and interest in real property within the existing corporate limits of the City, except for the aforementioned limitations. It is expressly provided, however, that the purchase price paid by the City to County shall be at least sufficient to comply with the provisions of any resolution adopted by County authorizing the issuance of any revenue bonds of the County which are then outstanding.

4.6 Any transferee, assignee or successor of County or City shall hold and exercise such rights, powers, privileges, liabilities, duties and obligations granted under this Agreement, subject to all the terms and conditions of this Agreement.

4.7 If by reason of force majeure either Party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Georgia, or any civil or military authority or courts thereof, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of County to supply water services hereunder, and on account of any other causes not reasonably within the control of the Party claiming such inability.

4.8 This Agreement shall be construed under the laws of the State of Georgia. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall not be construed so as to effect any or all of the remaining terms and provisions, all of which shall remain in full force and effect.

4.9 If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to and decided by a panel of three arbitrators. The County shall appoint one arbitrator, and the City shall appoint one arbitrator. The two appointed arbitrators shall select a third arbitrator. If the two chosen arbitrators cannot agree on a third arbitrator, then such third arbitrator shall be appointed by the chief judge of the Superior Court of Fayette County after petition filed by either of the Parties. A majority of the three person panel is required to render a final decision, and such decision shall be binding on the Parties hereto, but may be appealed to the Superior Court of Fayette County.

4.10 Notices required in this Agreement shall be sent by certified mail return receipt requested or statutory overnight delivery to the following persons and addresses for each respective Party:

County: Fayette County, c/o Chairman, 140 Stonewall Ave., West, Suite 100, Fayetteville, Ga. 30214.

City: City of Peachtree City, c/o Mayor, 151 Willowbend Road, Peachtree City, Ga 30269.

4.11 Each of the signatories to this Agreement warrant and represent that he or she has the legal authority granted by his or her respective governing body to execute this Agreement and so bind his or her respective government to this Agreement.

4.12 The Parties agree that this Agreement shall constitute a full accord and satisfaction of all disputed claims which have arisen under the existing Agreements between the Parties, as amended, including any claims which have been asserted or could have been asserted as of the date of this Agreement, and that entering into this Agreement is not to be construed as an admission of liability upon the part of either Party.

**City of Peachtree City**


  
\_\_\_\_\_  
Vanessa Fleisch, Mayor

Date: 11/5/15

**Attest:**

  
\_\_\_\_\_  
Betsy Tyler, City Clerk

**Fayette County**

  
\_\_\_\_\_  
Charles W. Oddo, Chairman

Date: November 12, 2015

**Attest:**

  
\_\_\_\_\_  
Floyd L. Jones, County Clerk

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to amend the Intergovernmental Agreement (IGA) between Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) to remove the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate."

**Background/History/Details:**

The IGA between FCWS and CCWSA, approved April 14, 2022, by the Board of Commissioners, allows both FCWS and CCWSA to supply potable water to their respective residents and businesses.

Effective March 1, 2025, the Fayette County Water System proposes to increase its wholesale rate to \$3.15 per 1,000 gallons. This will reflect an 18 percent increase over the current wholesale rate of \$2.67 established in 2022, via the March 2022 IGA.

The proposed IGA amendment will reflect this increase by removing the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate."

**What action are you seeking from the Board of Commissioners?**

Approval to amend the Intergovernmental Agreement (IGA) between Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) to remove the numerical value for the rate charged for water from the IGA and replace it with the phrase, "wholesale rate."

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**FIRST AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
COWETA COUNTY WATER & SEWERAGE AUTHORITY AND  
FAYETTE COUNTY, GEORGIA FOR WATER SUPPLY**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT is entered into by and between COWETA COUNTY WATER & SEWERAGE AUTHORITY, a body politic of the State of Georgia (hereinafter, the “Authority”) and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter, the “County”), collectively referred to as “Parties” (hereinafter, the “First Amendment”) as of the date that the last Party to this First Amendment approves and executes same.

**W I T N E S S E T H:**

**WHEREAS**, the Parties entered into that certain Intergovernmental Agreement dated April 14, 2022, for the sale of potable water between the Parties (hereinafter, the “IGA”); and

**WHEREAS**, the County is amending its wholesale rate which the County charges to its wholesale customers, including the Authority, with said wholesale rate to be listed on a Rate and Fee Schedule which lists rates and fees charged by the Fayette County Water System with such Rate and Fee Schedule being kept and maintained at the Fayette County Water System.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and benefits flowing between the Parties as set forth in the IGA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1.

By deleting Section 2.2 pertaining to “Cost” from Article 2 of the IGA in its entirety, and by enacting, in lieu thereof, a new Section 2.2 pertaining to “Cost” in Article 2 to read as follows:

2.2 Cost. Should the County request water from the Authority, the County shall pay the Authority’s wholesale rate or the County’s wholesale rate, whichever is less, to the Authority for any water received by the County, and shall be billed on a monthly basis.

2.

By deleting Section 3.2 pertaining to “Cost” from Article 3 of the IGA in its entirety, and by enacting, in lieu thereof, a new Section 3.2 pertaining to “Cost” in Article 3 to read as follows:

3.2 Cost. The Authority shall pay the County’s wholesale rate to the County for any water received from the County and shall be billed on a monthly basis.

3.

By deleting Article 6 pertaining to “Rate” of the IGA in its entirety, and by enacting, in lieu thereof, a new Article 6 pertaining to “Rate” to read as follows:

**ARTICLE 6.**

**RATE**

The rate that the County shall charge to the Authority for the water supply shall be billed monthly at the County’s wholesale rate. The rate that the Authority shall charge to the County for the water supply shall be billed monthly at the County’s wholesale rate, or the Authority’s wholesale rate, whichever is less.

4.

This First Amendment shall be effective upon the date of approval and execution by the last Party to approve and execute this First Amendment.

**IN WITNESS WHEREOF**, the County and Authority have executed this Agreement as of the date first above written.

COWETA COUNTY WATER & SEWERAGE  
AUTHORITY  
by:

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA  
by:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
LEE HEARN, Chairman

ATTEST:  
  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

Tameca P. Smith, County Clerk

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

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

[SEAL]

[SEAL]

November 14, 2024

Coweta County Water & Sewerage Authority  
545 Corinth Road  
Newnan, Georgia 30263

RE: Notice of Wholesale Rate Increase

Dear Mr. :

Effective March 1, 2025, Fayette County Water System will increase its wholesale rate to \$3.15 per 1,000 gallons. This new rate reflects an 18 percent increase over the previous wholesale rate of \$2.67 established in 2022. This increase is contemplated by the April 14, 2022, Water Agreement between Fayette County and Coweta County.

In 2022, Raftelis, a municipal financial advisor, conducted our wholesale rate analysis according to the American Water and Wastewater Association standards (the "Rate Study"). Water System staff used the Rate Study model with the System's 2024 fiscal year operating expenses and depreciation of assets. The Rate Study supports the aforementioned 18 percent increase of the County's wholesale water rate.

The Fayette County Board of Commissioners approved the new wholesale rate at its November 14, 2024 meeting.

Yours sincerely,

Steve Rapson  
County Administrator



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve the Trilith Tank Illumination Plan and the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.42, to include \$49,657.48 for Phase I installation costs.

**Background/History/Details:**

Via a Memorandum of Understanding (MOU) signed by the Board of Commissioners on June 23, 2022, Trilith Development, LLC, agreed to pay 1/2 of the tower construction costs up to \$1.25M. This amount increased from \$1,250,000 to \$1,285,857.29 for the addition of fabricated lighting brackets and logo stenciling approved by the Board on July 25, 2024.

This lighting plan illuminates the Trilith Water Tower as shown in the plan. Trilith Development, LLC, is responsible for costs associated with all installation, illumination, and maintenance of extraneous lighting estimated to be \$323,776.13. A \$50,000 contingency amount will be added to this estimate, totaling \$373,776.13. The support for this estimate is in the attached documentation.

Cost of installation for Phase I is estimated to be \$49,657.48 that will illuminate the three tank logos. The estimated schedule is three months.

**What action are you seeking from the Board of Commissioners?**

Approval of the Trilith Tank Illumination Plan and the amount donated by Trilith Development, LLC, from \$1,285,857.29 to a not-to-exceed amount of \$1,659,633.42, to include \$49,657.48 for Phase I installation costs.

**If this item requires funding, please describe:**

Funding is provided by Trilith Development, LLC, in the form of a donation. There is no cost to Fayette County Water System.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**

Once approved, Finance staff will create a budget, in the amount of \$373,776.13, to pay for these expenses and then request reimbursement from Trilith Development, LLC. The reimbursement funds will be treated as contributed capital in the Water System fund.



**Trilith Studios Water Tower Logo Lighting-**

- Illuminate the three Trilith Logo's with (3) Color Kinetics BLAST 4000K fixtures each. (9 fixtures total)
- Fixtures will be mounted on powder coated White 7ft arm's that will be attached to the outer upper handrails of the catwalk.
- Installation of an electrical meter base and 200-amp 120/240 Breaker panel.
- Coordinate with Coweta-Fayette EMC to provide service.
- Installation of a Unistrut rack to mount the electrical panel and the Enclosures for the lighting controller and components.
- Includes all necessary permits and coordinate all inspections.
- Rental of 125ft lift is included.

Cost: \$49657.48

*Firefly Lighting LLC requires at 50% deposit prior to installation with the remainder due upon completion. Price includes all materials, labor, and any equipment rental.*

# Trilith Water Tower Lighting



**Lighting Proposal for Trilith Water Tower:**

- Illuminate each of the (4) Legs of the tower with (3) Color Kinetics RGBW COLORBLAST fixtures in White.
- Illuminate the center Riser and the "belly" of the tank with (4) Color Kinetics RGBW ICOLOR REACHELITE 100-watt fixtures that will be ground mounted.
- Illuminate the fascia of the Main Tank with (30) Color Kinetics RGBW COLORGRAZE 4ft Linear fixtures installed on the outer perimeter of the catwalk.
- Illuminate the Roof of the tank with (18) Color Kinetics 4ft GRAZE COMPACT RGBW fixtures installed around the perimeter of the roof.
- Install (4) Color Kinetics DATA ENABLER PRO (DEP) for the lower Leg and Riser fixtures.
- Install (4) Color Kinetics SURGE PROTECTOR POWERCORE for the lower Data Enabler Pro's.
- Install (4) Color Kinetics DATA ENABLER PRO (DEP) for the upper Tank and Roof fixtures.
- Install (4) Color Kinetics SURGE PROTECTOR POWERCORE for the upper Data Enabler Pro's.
- Install a 5" MOSAIC Touchscreen in White
- Install (1) MOSAIC Show Controller 2 (1024 Channels)
- Install Ethernet Switch with POE Ports for use with Color Kinetics COLORDIAL
- Install (1) NEMA 4 Aluminum Enclosure with Padlock Handle, Sunshields, Air conditioner and Heater, Thermostat, Mains Surge Suppression, Network POE Surge Suppression, (4) DMX Surge Suppression.
- Includes Programming of pre-set themes and Addressing of all fixtures.
- Install (1) EMT conduit with 120-277v circuits up the legs of the two to provide power to the upper DEP's.
- Install (1) EMT conduit with Ethernet cables to the upper DEP's.
- Install direct bury conduit to each of the Legs and Riser for 120-277v power to the lower DEP's.
- Install direct bury conduit to each of the Legs and Riser for Ethernet to each of the four DEP's.
- Install direct bury conduits from the controller to a Junction Box's on the base of the leg to transition to EMT Conduit for both electrical and communications cables.
- Install concrete bases with 2" steel posts to mount the (4) REACHELITE fixtures around the Riser.
- Coordinate with Caldwell to weld Unistrut up the leg and side of main tank to attach conduits too.
- Coordinate with Caldwell to weld Attachment points for the (12) LEG mounted fixtures, (18) Roof Mounted fixtures, and the (30) fixtures mounted at the outer perimeter of the catwalk.
- Coordinate with Wallace Electric to install a 120/277-volt electrical panel at the base of the water tower.
- All fixtures and related accessories will be Powder Coated White Finish.
- Installation of an electrical meter base and 200-amp 120/240 Breaker panel.
- Coordinate with Coweta-Fayette EMC to provide service.
- Installation of a Unistrut rack to mount the electrical panel and the Enclosures for the lighting controller and components.
- Includes all necessary permits and coordinate all inspections.

Cost: \$323,776.13

**Required FAA Obstruction Lighting-**

- Install (1) Point Lighting LED Red Flashing Beacon light at the top of the Water Tower.
- Install (4) Point Lighting Single FAA L-810 Red Obstruction lights with Junction Box and Alarm Line to mount along the catwalk railing.
- Install (1) FAA Photocontrol
- Install (1) System Controller in a NEMA 4X Non-metallic Enclosure with PPC Override switch; Remote Alarm Contacts; Alarm light on door; Power Light on Door.

Cost: \$15,465.84

**Additional Control & Lighting-**

**Logo Lighting-**

- Illuminate the three Trilith Logo's with (3) Color Kinetics BLAST 4000K fixtures each. (9 fixtures total)
- Fixtures will be mounted on powder coated White 5ft arm's that will be attached to the outer upper handrails of the catwalk.

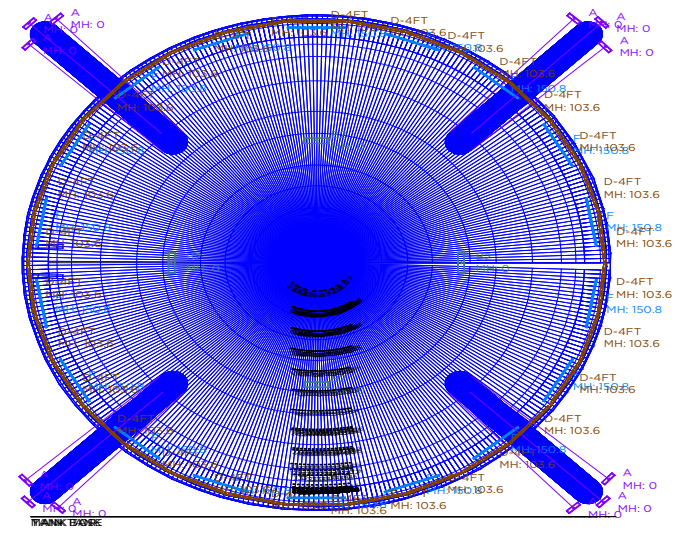
Cost: \$24,877.00



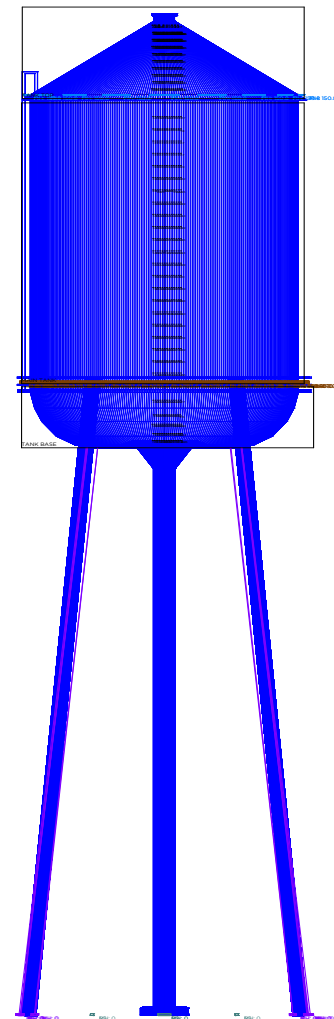
Symbol	Qty	Label	Arrangement	(MANUFAC)	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	30	D-4FT	GROUP	Philips Color Kinetics	423-000001-00_colorgraze_mv4_powercore_rgbw_9 DEG	0.900	N.A.	N.A.	2752.8
	12	A	Single	Color Kinetics	RGBW ColorBlast Gen 5-amp native FULL ON 10 DEG	0.900	2551	47.073	564.876
	4	B2	Single	Color Kinetics	ReachEm HP Gen2 PC RGBW 10 Degree Beam Diffuser -	0.900	3445	93.02	372.08
	18	F	Single	Color Kinetics	ColorGraz Compact RGBW Powercore gen2 HP 4RA 10X60 MAX	3.600	548	8.385	150.93

Label	CatcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Pts/CrLr	Grid Z
MAIN TANK	Illuminance	Fc	5.19	10.0	1.7	3.01	5.88		
TANK BASE	Illuminance	Fc	6.53	12.6	2.5	3.81	5.04		
TANK TOP	Illuminance	Fc	1.99	19.3	0.4	4.98	49.25		

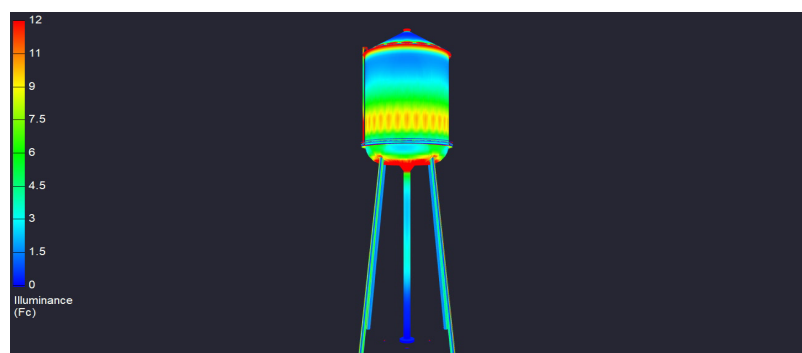
NOTES:  
 - WHEN THE LLF IS NOT 0.9 OR 1.0 THEN THE WATTAGE INFORMATION WILL BE INCORRECT  
 - FIXTURE LOCATIONS AND QUANTITIES AS SPECIFIED  
 - ALL REFLECTANCE VALUES FOR THE WATER TANK ARE SET TO 0.5 AS NO MATERIAL/COLOR INFORMATION HAS BEEN PROVIDED



**PHOTOMETRY**  
 Scale: 1 inch= 5 Ft.



**PHOTOMETRY**  
 Scale: 1 inch= 10 Ft.

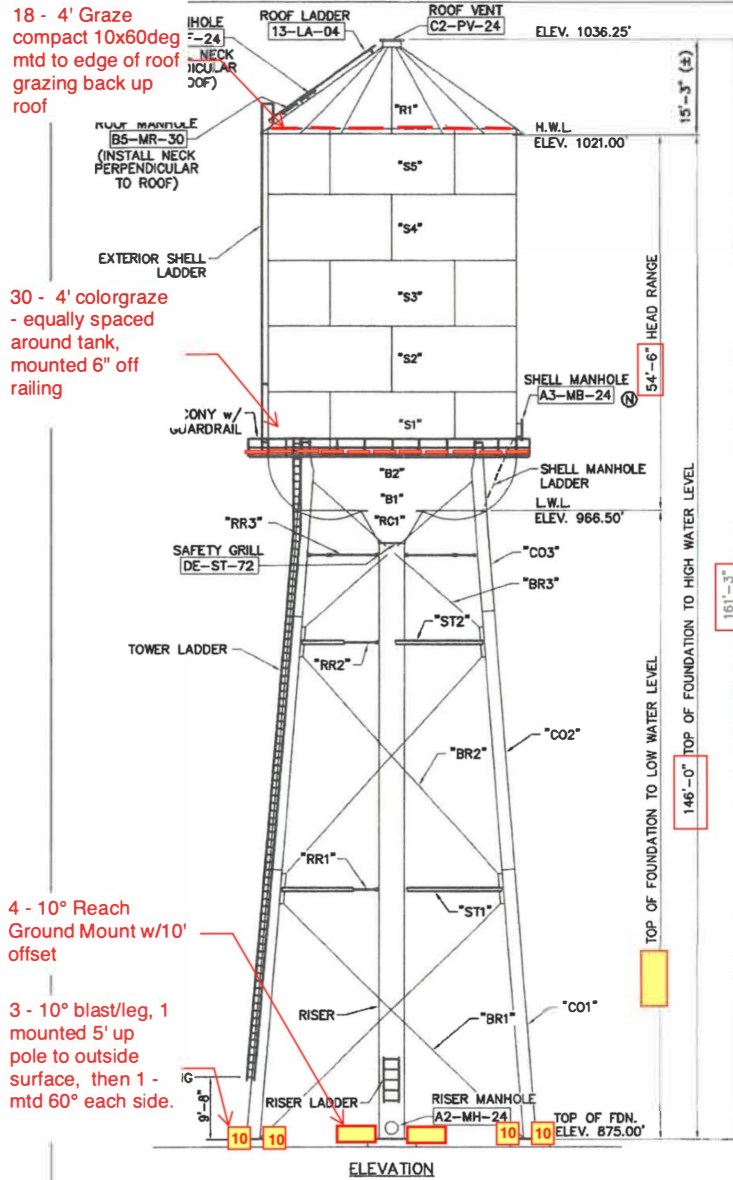


Disclaimer:  
 SESCO Lighting provides this photometric report for purposes of comparison with the SESCO Lighting product line only. The information provided is based on manufacturer industry procedures.  
 This laboratory performance will always differ from that observed in the field. SESCO Lighting cannot be held responsible for any lighting design errors, methods, power quality, lamping, recoverable and non-recoverable light loss factors, etc.  
 In general, SESCO Lighting considers numerical studies to be predictive in that they cannot characterize the visual performance of any luminaire, single or multiple, in a specific application. For more information, please contact SESCO Lighting for a consultation with the manufacturer, and above all, common sense.

Sales Rep: Thomas Nichols
Office: Atlanta, GA
Contact No: 770-449-7045
Processed By: J.Garner
Filename: 05-09-2024 TRILITH WATER TANK.AGI

Trilith Water Tower





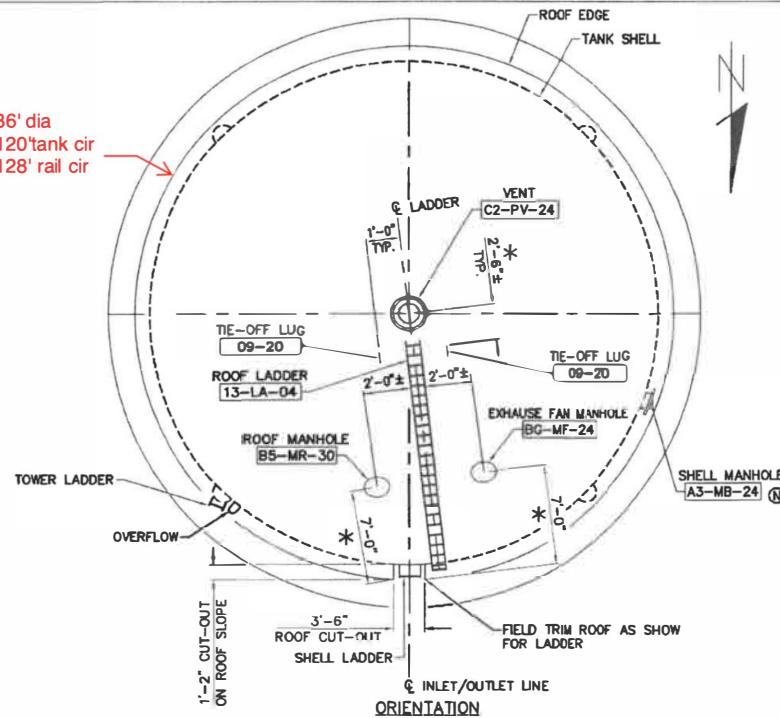
18 - 4' Graze compact 10x60deg mtd to edge of roof grazing back up roof

30 - 4' colorgraze - equally spaced around tank, mounted 6" off railing

4 - 10° Reach Ground Mount w/10' offset

3 - 10° blast/leg, 1 mounted 5' up pole to outside surface, then 1 - mtd 60° each side.

36" dia 120" tank cir 128' rail cir



MINIMUM MATERIAL THICKNESSES	
CONTAINER:	"R1" 1/4"
	"S5" 1/4"
	"S4" 1/4"
	"S3" 1/4"
	"S2" 5/16"
	"S1" 1/2"
	"B2" 5/16"
	"B1" 5/16"
	TENSION RING "RC1" 1 1/2"
	RISER CONE "RC1" 5/16"
	COMPRESSION RING 1 1/8"
RISER:	72" OD x 9/32"
COLUMNS:	"CO3": 30" O.D. x 0.425"
	"CO2": 30" O.D. x 0.459"
	"CO1": 30" O.D. x 0.464"
STRUTS:	"ST2": W8x31
	"ST1": W8x31
BRACE RODS:	"BR3": 1 3/8" DIA.
	"BR2": 1 5/8" DIA.
	"BR1": 1 3/4" DIA.
RISER RODS:	"RR3": 1 1/4" DIA.
	"RR2": 1 1/4" DIA.
	"RR1": 1 1/4" DIA.

\* DIMENSIONS ARE ALONG ROOF

**DESIGN NOTES**  
 TANK & TOWER DESIGNED IN ACCORDANCE WITH AWWA D100-21 AND THE PROJECT PLANS AND SPECIFICATIONS. PREPARED BY ARCADIS, US, INC.

**DESIGN LOADS (AWWA D100-21)**  
 WIND: RISK CATEGORY: IV BASIC WIND SPEED: 120 MPH  
 SEISMIC: RISK CATEGORY: IV  $S_s = 0.163g$   $S_1 = 0.082g$  SITE CLASS: D  
 GROUND SNOW LOAD: 25 PSF  
 CORROSION ALLOWANCE: N/A; 1/4" MIN. THK. WET PL.

**MATERIAL**  
 STEEL PLATE: ASTM A36  
 STRUCTURAL STEEL: ASTM A992  
 BRACE/RISER RODS: ASTM A36  
 WING & CLEVIS PLATES: ASTM A572-50  
 RISER ROD & STRUT CLIPS: ASTM A572-50  
 LADDER RUNGS: ASTM A706  
 RISER ROD BOLTS: ASTM A325  
 BOLTS (U.N.O.): ASTM A307  
 GROUT: QUIKRETE N-S GROUT

**GENERAL NOTES**  
 FOUNDATION, FOUNDATION PIPING & GENERAL SITE WORK, FIELD PAINT, TANK STERILIZATION AND ELECTRICAL WORK BY C.T.I. SUBCONTRACTORS TO CONTRACT LIMITS.

Ⓝ DENOTES NON-STANDARD ITEM OR PROCEDURE

ENGINEER: PLEASE NOTE

NOTE:

1. ALL TANK APPURTENANCES HAVE BEEN LOCATED IN THE ADJACENT DETAIL. PLEASE VERIFY THAT THESE LOCATIONS ARE ACCEPTABLE. SEE DWG. 06 FOR RISER ORIENTATION.
- Ⓝ 2. TANK SHALL BE SEAL WELDED (SEE DWG. 10 FOR WELD DETAILS).
- Ⓝ 3. GROUNDING TO BE CONNECTED TO BASE PLATE BY EXOTHERMIC WELD.

ISSUED FOR CONSTRUCTION 03/01/24



REV.	BY:	DATE	REMARKS
<b>CALDWELL</b> Since 1887 Water - Energy - Industrial			
FAYETTE COUNTY, GA - TRILITH STUDIOS 400,000 GALLON TORUS BOTTOM TANK			
BY:	JLH/vwt	TITLE:	ELEVATION, ORIENTATION RATIONAL NOTES
DATE:	02/07/24	DRAWING NO.:	E-9290 01

## Blast Powercore gen5, RGBW

Date: \_\_\_\_\_  
Type: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Project: \_\_\_\_\_

100 – 277 VAC, 10° Native (no spread lens), White Housing, UL/CE/CQC

### Exterior versatile and customizable luminaire with intelligent RGBW light

Blast Powercore gen5, RGBW high-performance LED luminaires combine white and rich, saturated, color and color-changing effects with simplified installation. Blast Powercore gen5 offers a range of accessories that allow customizable beam angles for floodlighting, spotlighting, wall washing, and grazing, along with the efficiency and cost-effectiveness of Powercore technology in a rugged die-cast aluminium housing.



- Expands customization with a wide range of new accessory options. In addition to the native 10° lens, five different spread lenses can customize the luminaire to produce 20°, 40°, 60°, 80°, and 10° x 40° (asymmetric) beam angles. Three housing color choices (black, gray, and white) – plus the option to add or combine a louver, rock guard, full glare shield, and half glare shield – create new aesthetic possibilities for designers and architects.
- Improves color consistency between all LED luminaires in a family with Chromasync technology. During the manufacturing process a calibrated light measurement device creates an algorithm to define a common color gamut for an entire family of LED luminaires. When Chromasync is enabled, color consistency between luminaires is achieved without having to manually adjust color points on each luminaire.
- Meets ASTM B117 standard for > 1,500 hours of corrosion resistance and ANSI C136.31-2010 standard with a 3G vibration rating.
- Features an innovative, redesigned optical system that improves the quality of light from each LED, enhancing the color uniformity and color mixing capabilities of each Blast Powercore gen5 luminaire.
- Improves durability with new flat lens that prevents water from pooling into the luminaire, keeping the LEDs protected and secure over the course of a luminaire's lifetime.
- Integrates patented Powercore technology that controls power output to luminaires directly from line voltage – rapidly, efficiently, and accurately. The Color Kinetics Data Enabler Pro merges line voltage with control data and delivers them to luminaires over a single standard cable, dramatically simplifying installation and lowering total system cost.
- Universal power input range of 100 to 277 VAC.
- Works seamlessly with the complete Color Kinetics line of controllers, including ColorDial Pro, iPlayer 3, and Light System Manager – as well as third-party controllers.

For detailed product information, please refer to the Blast Product Guide at [www.colorkinetics.com/global/products/rgb/blast-powercore-gen5-rgbw](http://www.colorkinetics.com/global/products/rgb/blast-powercore-gen5-rgbw)



## ReachElite High Punch Powercore gen2, RGBW 100

Date: \_\_\_\_\_  
Type: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Project: \_\_\_\_\_

100 to 277 VAC, 10° Spread Lens, UL/cUL, CE, CQC

### High-performance exterior long-throw floodlight with intelligent RGBW light

ReachElite is a premium exterior long-throw luminaire designed to light large-scale outdoor structures ranging from bridges and facades to monuments and skyscrapers. Powerful enough to hit targets over 418 m (1,373 ft) away with the 300 W luminaire, ReachElite raises the bar for optical control, performance and beam quality in LED lighting. What sets ReachElite apart from the competition is its application efficiency, high punch, and adaptability. ReachElite delivers high-quality white and color light exactly where you want it. With a 3° native beam angle ReachElite introduces a new level of precision and punch to the premium exterior LED luminaire market.



- High punch—ReachElite's High Punch optical system enables the layering of precise high quality light. Increased application efficacy is realized as a result of high illuminance sources. As a result luminaires can be placed at far greater distances from surfaces to be illuminated. The native 3° beam angle allows for the light to hit targets up to 564 m (1,852 ft) away using the 300 W luminaire, without sacrificing light efficiency or quality.
- Design flexibility—ReachElite is available in three versions: 100 W, 200 W, and 300 W. Each luminaire contains either one, two, or three 100 W heads that can be aimed independently of each other. This empowers lighting designers to utilize multiple applications and beam direction in a single luminaire.
- Flexible field-installed accessories—Choose from a full line of high-quality accessories, from seven different spread lenses, a louver, full and half glare shields, a rock guard, and a slipfitter mount for all ReachElite luminaires. Color Kinetics accessories make project customization simple.
- Integrates patented Powercore technology—Patented Powercore controls power output to luminaires directly from line voltage - rapidly, efficiently, and accurately.
- Application adaptability—ReachElite High Punch excels in a wide range of lighting applications including spot lighting, and wall grazing. Optional secondary accessories combined with easy precise aiming bring ultimate in system flexibility to customize the look and performance of any project. Precision optical system allows for placement freedom.
- Chromasync technology—Improves color consistency between all LED luminaires within 2 SDCM and simplifies commissioning. The color control algorithm utilizes active temperature measurement combined with the data measured during manufacturing each array.
- Reliable—ReachElite Powercore provides years of reliable use under rugged conditions. ReachElite offers more protection from corrosion by meeting ASTM B117 standard for > 1,500 hours of corrosion resistance and ANSI C136.31 with a 5G vibration rating (3G with Slipfitter mount), and elimination of water pooling on main cover lens and accessories.
- Easily Controlled—Works seamlessly with Color Kinetics controllers, including Light System Manager, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro, as well as third-party controllers.

For detailed product information, please refer to the ReachElite Product Guide at [www.colorkinetics.com/global/products/rgb/reachelite-highpunch-powercore-gen2-rgbw](http://www.colorkinetics.com/global/products/rgb/reachelite-highpunch-powercore-gen2-rgbw)





# ColorGraze MX4 Powercore

Date: \_\_\_\_\_  
Type: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Project: \_\_\_\_\_

RGBW, 9° x 9° Beam Angle, 1219 mm (4 ft)



## Exterior linear grazing luminaire with intelligent RGBW or RGBA light

ColorGraze MX4 Powercore is a high-performance, exterior linear luminaire designed to highlight architectural features ranging from surface textures and molding details to archways and windows. Graze RGBW luminaires add a separate white LED creating better-quality whites compared to RGB. Graze RGBA luminaires add a separate amber LED which expands the available range of colors to include warmer tones such as rich gold, yellow, and orange shades. Multiple fixture lengths, and beam angles support a large range of façade or surface illumination applications. Low-profile housing, connectorized cabling, a universal power input range, and direct line voltage operation make Graze luminaires easy to install and operate.

- Tailor light output to specific applications—Available in four standard lengths (1 ft, 2 ft, 3 ft, and 4 ft), and five standard 9° x 9°, 10° x 60°, 15° x 30°, 30° x 60°, and 60° x 30° beam angles.

- Flexible integration—Graze's ultra-low profile lets it fit discretely into almost any layout, from simple to elaborate.

- Customizable accessories - Customize your Graze luminaire with a choice of three accessories: mounting arm, masking shield, and graze louver. Mounting arm available in three sizes and three colors (black, white, and gray), and masking shield available in four lengths (1 ft, 2 ft, 3 ft, and 4 ft).

- Integrates patented Powercore technology that controls power output to luminaires directly from line voltage – rapidly, efficiently, and accurately. The Color Kinetics Data Enabler Pro merges line voltage with control data and delivers them to luminaires over a single standard cable, dramatically simplifying installation and lowering total system cost.

- Graze provides years of reliable use under rugged conditions by meeting ANSI C136.31-2010 standard with a 3G vibration rating, and elimination of water pooling on the lens.

- Works seamlessly with the Color Kinetics full range of controllers, including Light System Manager, Video System Manager, Video System Manager Pro, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro—as well as third-party controllers.

- Convenient push-and-click connectors let you easily and rapidly install Leader Cables and Jumper Cables. Constant torque locking hinges offer simple and consistent position control from various angles.

For detailed product information, please refer to the Graze Product Guide at [www.colorkinetics.com/global/products/rgb/colorgraze-mx4-powercore/](http://www.colorkinetics.com/global/products/rgb/colorgraze-mx4-powercore/)



# Graze Compact Powercore gen2

Date: \_\_\_\_\_  
Type: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Project: \_\_\_\_\_

RGBW, High Power, 10° x 60°, 1219 mm (4 ft)



## Exterior compact linear grazing luminaire with intelligent RGBW light

Graze Compact Powercore, RGBW is a high-performance, exterior linear luminaire designed to highlight architectural features like molding details, archways and windows up to two stories high. Graze Compact RGBW luminaires adds a separate white LED creating better-quality whites compared to RGB. Multiple luminaire lengths and beam angles support a large range of façade or surface illumination applications. The brand new low-profile housing, connectorized cabling, a universal power input range, and direct line voltage make Graze Compact luminaires easy to install and operate.

- Tailor light output to specific applications—Available in two standard lengths (1 and 4 ft), and three standard 10° x 60°, 30° x 60°, and 60° x 60° beam angles.

- Ultra compact form factor—Graze Compact's ultra-low profile is half the size of Graze, allowing it to fit discretely into almost any layout, from simple to elaborate.

- Innovative optical design features fully mixed light directly out of the luminaire. This allows for smaller setbacks than many other luminaires.

- Improve color consistency between all LED luminaires in a family with Chromasync technology. During the manufacturing process a calibrated light measurement device creates an algorithm to define a common color gamut for an entire family of LED luminaires. When Chromasync is enabled, color consistency between luminaires is achieved without having to manually adjust color points on each luminaire.

- Integrates patented Powercore technology that controls power output to luminaires directly from line voltage – rapidly, efficiently, and accurately. The Color Kinetics Data Enabler Pro merges line voltage with control data and delivers them to luminaires over a single standard cable, dramatically simplifying installation and lowering total system cost.

- Graze Compact provides years of reliable use under rugged conditions. Graze Compact raises reliability even further with more protection from corrosion by meeting ASTM B117 standard and ANSI C136.31-2010 standard with a 3G vibration rating.

- Works seamlessly with the Color Kinetics full range of controllers, including Light System Manager, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro—as well as third-party controllers.

- Convenient push-and-click connectors let you easily and rapidly install Leader Cables and Jumper Cables. Constant torque locking hinges offer simple and consistent position control from various angles.

- Customizable accessories - Customize your Graze luminaire with a choice of accessories: mounting arm, masking shield, symmetric louver, and masking tray. Mounting arm available in three sizes.

For detailed product information, please refer to the Graze Compact Product Guide at [www.colorkinetics.com/global/products/rgb/graze-compact-powercore-rgbw-gen2](http://www.colorkinetics.com/global/products/rgb/graze-compact-powercore-rgbw-gen2)



# Blast Powercore gen5, eW

Date: \_\_\_\_\_  
Type: \_\_\_\_\_  
Firm Name: \_\_\_\_\_  
Project: \_\_\_\_\_

4000 K, 100 – 277 VAC, 6° Native (no spread lens),  
White housing

## Exterior customizable luminaire with single temperature white light

Blast Powercore gen5, eW high-performance LED luminaires provide a high-intensity wash of white light with simplified installation. Blast Powercore gen5 offers a range of accessories that allow for customizable beam angles for floodlighting, spotlighting, wall washing, and grazing, along with the efficiency and cost-effectiveness of Powercore technology in a rugged die-cast aluminium housing.



- Expands customization with a wide range of new accessory options. In addition to the native 6° lens, five different spread lenses can customize the luminaire to produce 20°, 40°, 60°, 80°, and 10° x 40° (asymmetric) beam angles. Three housing color choices (black, gray, and white)—plus the option to add or combine a louver, rock guard, full glare shield, and half glare shield—create new aesthetic possibilities for designers and architects.
- Meets ASTM B117 standard for > 1,500 hours of corrosion resistance and ANSI C136.31-2010 standard with a 3G vibration rating.
- Improves durability with new flat lens that prevents water from pooling into the luminaire, keeping the LEDs protected and secure over the course of a luminaire's lifetime.
- Integrates patented Powercore technology that controls power output to luminaires directly from line voltage—rapidly, efficiently, and accurately.
- The Color Kinetics Data Enabler Pro merges line voltage with control data and delivers them to luminaires over a single standard cable, dramatically simplifying installation and lowering total system cost.
- Universal power input range of 100 to 277 VAC.
- Precision Dimming—Smooth dimming down to 1% with optional Data Enabler Pro and digital control interface.
- Works seamlessly with the complete Color Kinetics line of controllers, including ColorDial Pro, iPlayer 3, and Light System Manager – as well as third-party controllers.

For detailed product information, please refer to the Blast Product Guide at <https://www.colorkinetics.com/global/products/essentialwhite/blast-powercore-gen5-ew>



COUNTY OF FAYETTE

STATE OF GEORGIA

MEMORANDUM OF UNDERSTANDING BETWEEN [TRILITH]  
AND FAYETTE COUNTY, GEORGIA, FOR THE  
CONVEYANCE OF A WATER TOWER

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) entered this 23<sup>rd</sup> day of June, 2022, by and between Trilith Development, LLC a Georgia limited liability company (hereinafter referred to as “Trilith”), and Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the “County”) for the purpose of providing the parameters within which Trilith will contribute to the construction of a water tower (hereinafter the “Water Tower”) on those certain premises as identified herein.

WITNESSETH:

WHEREAS, Trilith desires to provide the funding necessary for the completion of the Water Tower at the Property; and

WHEREAS, part of the consideration for the conveyance of the funding for the Water Tower and the Property is for Trilith to be authorized to exert certain artistic control over the message affixed to the exterior of the Water Tower; and

WHEREAS, the County has determined that it is within the best interests of the County to construct the Water Tower on the Property to support the required infrastructure for the conveyance of potable water to the immediate geographic area; and

WHEREAS, Trilith and the County agree that the Water Tower will be beneficial to both Trilith and the County, in part, as aforementioned.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the aforementioned premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Trilith and the County, Trilith and the County hereby agree as follows:

1.

The County

The County will cause the Water Tower to be constructed generally in the location depicted in Exhibit “A,” with said Exhibit “A” being incorporated herein by this reference (the “Property”). The Water Tower, when completed, shall be between 140 feet and 165 feet in height. The capacity of the Water Tower shall be between 250,000 gallons and 500,000 gallons. The Water Tower shall be a fully functional water tower and will complement the infrastructure of the Fayette County Water System. All pumps necessary for the Water Tower to be fully functional shall be provided by the County. The County shall also cause the Pump House

Building that houses the pumps supporting the Water Tower (hereinafter, the "Pump House"), to be constructed within the Property.

2.

Trilith

The parties will work together expeditiously and in good faith to determine the exact acreage size, location and dimensions of land necessary to construct, use and maintain the Water Tower on the Property (the "Water Tower Property") and Trilith will cause a metes and bounds legal description to be produced depicting such Water Tower Property. Trilith shall also cause an additional metes and bounds description to be produced connecting the Water Tower Property to the most reasonable public right-of-way, or private right-of-way over which the County has the right of ingress and egress (the "Access Easement"). The Access Easement shall be a permanent easement in favor of the County. Upon the County's completion of the Water Tower, Trilith shall cause security fencing to be installed at the Water Tower Property in such a manner as to enclose the Water Tower Power with the fencing to be just inside the property lines of the Property. The security fencing shall be \_\_\_\_ ( ) feet in height.

3.

The Parties

Trilith and the County believe that the cost of the Water Tower and its full complement of accessory structures (hereinafter, the "Project"), shall cost no more than \$2,500,000.00. Trilith agrees to pay one-half of the cost of the Project up to a cap of \$1,250,000.00. Trilith and the County agree that all activity occurring within the Property shall be the responsibility of the County. The County will also ensure that its Access Easement is adequately maintained to remain fit for its intended purpose. Although the Water Tower and the Pump House are within the confines of the Property, the County agrees that Trilith may enter the Water Tower Property for the purpose of affixing a design(s) of its choice on both the Water Tower and the Pump House. However, Trilith agrees that sufficient space shall be available on the exterior of the Water Tower to allow the County to affix its logo should the County so desire.

4.

Notices pursuant to this MOU shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (a) County: County Administrator  
Fayette County  
140 West Stonewall Avenue  
Fayetteville, Georgia 30214
- (b) Trilith: TRILITH DEVELOPMENT, LLC  
210 TRILITH PARKWAY  
SUITE 110  
FAYETTEVILLE, GA 30214

Notice shall be deemed given as of the date of the deposit of such written notice in the course of transmission in the United States Postal Service.

5.

- (a) Integration. This MOU sets forth and establishes the entire understanding between the County and Trilith relating to the Water Tower. Any prior discussions or representations by or between the parties are merged into this MOU. Any amendments shall be in writing, agreed to by both parties, and made a part of this MOU.
- (b) All disputes arising from this MOU shall be resolved between the parties. Otherwise any dispute will be resolved in a court of competent jurisdiction in Fayette County, Georgia, or the Northern District of Georgia, as the case may be.
- (c) The terms of this MOU shall be governed by the laws of the State of Georgia with venue being in Fayette County, Georgia.
- (d) Binding Effect. This MOU shall be binding on the County and Trilith as well as their heirs, assigns, executors, personal representatives and successors in interest.
- (e) Effective Date: This MOU shall become effective upon its joint execution by the parties.
- (f) Severability. If any provision, or any portion thereof, contained in this MOU is held unlawful, invalid or unenforceable, the remainder of this MOU, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this MOU rendered or declared invalid.

IN WITNESS WHEREOF, the parties have caused their hands and seals to be affixed hereon as of the date first above written.



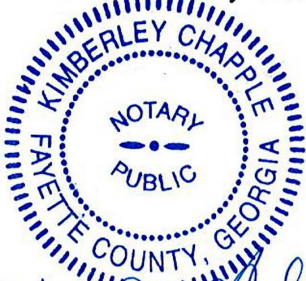
(SEAL)

ATTEST:

By: Tameca P. Smith  
Tameca P. Smith, County Clerk

FAYETTE COUNTY, GEORGIA

By: Lee Hearn  
LEE HEARN, Chairman



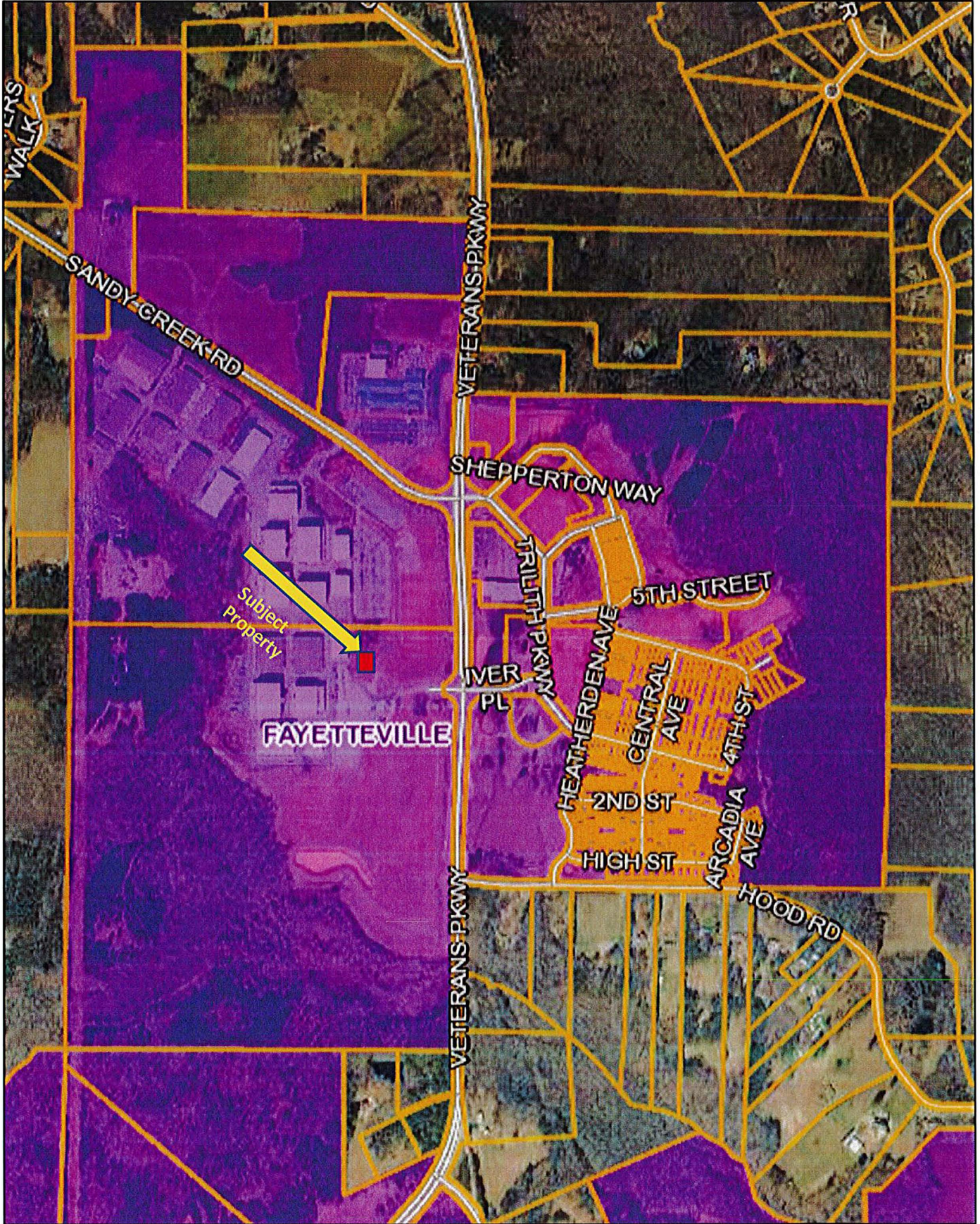
(SEAL)

ATTEST:

By: Kimberley Chapple  
Kimberley Chapple, Notary Public

TRILITH

By: Don D. Cozz



# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve Contract #2036-Q: Fayette County Resurfacing FY2022-Construction; Task Order #2 for EXP US Services, Inc. in the amount of \$201,287.28 for Construction, Engineering, and Inspection (CEI) services for 21TAC Fayette County Resurfacing Project FY 2022.

**Background/History/Details:**

The purpose of this Task Order is to ensure that all state and federal requirements associated with the construction and delivery of the projects are satisfied by proper inspection, testing, documentation, record keeping, payment processing and other items deemed necessary. Fees for work provided will be charged on a Not to Exceed time and material basis specific to 21TAC GDOT PI 0017812.

Staff is recommending approval of Task Order #2. The task order estimates are:

Fayette County \$120,833.98; GDOT reimbursement (80%) \$96,667.18; Local Match (20%) \$24,166.80  
Peachtree City \$47,530.09; GDOT reimbursement (80%) \$38,024.07; Local Match (20%) \$9,506.02  
Tyrone \$28,632.62; GDOT reimbursement (80%) \$22,906.10; Local Match (20%) \$5,726.52  
Fayetteville \$4,290.59; GDOT reimbursement (80%) \$3,432.47; Local Match (20%) \$858.12

Total GDOT Reimbursement = \$161,029.82  
Total Municipality Reimbursement = \$16,090.66  
Total Fayette County cost = \$24,166.80

**What action are you seeking from the Board of Commissioners?**

Approval of Contract #2036-Q: Fayette County Resurfacing FY2022-Construction; Task Order #2 for EXP US Services, Inc. in the amount of \$201,287.28 for Construction, Engineering, and Inspection (CEI) services for 21TAC Fayette County Resurfacing Project FY 2022, contingent upon concurrence from the Georgia Department of Transportation (GDOT).

**If this item requires funding, please describe:**

Funding for this Task Order is available from the 2017 SPLOST - Fayette County Resurfacing Program FY2022 (21TAC) project. Reimbursement from the municipalities will be governed by the previously executed Intergovernmental Agreement.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval


**Staff Notes:**

Once award letter is received from GDOT, the grant budgets can be created.



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Sherry White

Date: November 14, 2024

**Subject: Contract #2036-Q Fayette County Resurfacing FY2022  
 Task Order 2: Construction Engineering and Inspection Services (CEI)**

On April 26, 2023, the county entered a contract with EXP U.S. Services to provide work consist of Engineering and Design related services to complete the preliminary engineering and construction bidding through the develop of Plans, Specifications, and Estimates for GDOT PI No. 0017812.

The project is for resurfacing approximately 13 miles of roads within Fayette County (8.6 miles), Peachtree City (2.8 miles), Fayetteville (0.2 miles), and the Town of Tyrone (1.1 miles). The 2017 SPLOST Grant will provide 80% of the Task Order price at 161,029.82. Fayette County portion of the service is \$24,166.80 with the municipalities agreeing to reimburse Fayette County for the remaining contract balance of \$16,090.66.

During the construction phase of the project GDOT requires documentation submissions that include construction, engineering an inspection service. This Task Order #2 is to establish EXP U.S. Services as the provider of all CEI services.

Specifics of the proposed Task Order are as follows:

<b>Contract Name</b>	#2036-Q Fayette County Resurfacing FY2022
<b>Task Order</b>	#2: Construction Engineering and Inspection Services (CEI)
<b>Contractor</b>	EXP U.S. Services
<b>Task Order NTE Amount</b>	\$201,287.28



**Budget:**

Fund 322 & 326 Funds  
Org 32240220 Road SPLOST  
Object 541210 Other Imp  
Project 21TAC FY22 Resurfacing

	<b>322 County 2017 SPLOST</b>	<b>GDOT Reimbursement</b>	<b>Total</b>
Fayette Co.	\$24,166.80	\$161,029.82	\$185,196.82
Municipalities	<u>16,090.66</u>	<u>-0-</u>	<u>16,090.46</u>
TO#2 Amount	\$40,257.46	\$161,029.82	\$201,287.28

## TASK ORDER 2

9/9/2024

### PROJECT INFORMATION

PI #: 0017182

County: Fayette

TPRO Description: Fayette County Resurfacing Program – FY22

Reference: Fayette County RFQ #2036-Q

### TASK ORDER DESCRIPTION

The work consists of Construction Engineering and Inspection Services (CEI) for GDOT PI No. 0017812 – Fayette County Resurfacing Program FY 22 as described Fayette County's RFQ #2036-Q.

### SCOPE OF SERVICES

The primary purpose of this Task Order is for CEI / Construction Supervision Services to ensure that all state and federal requirements associated with the construction and delivery of the project are satisfied by proper inspection, testing, documentation, record keeping, payment processing, and other items deemed necessary.

The project is for resurfacing approximately 11.94 centerline miles of roads within Fayette County (8.58 miles), Peachtree City (2.1 miles), Fayetteville (0.16 miles), and the Town of Tyrone (1.1 miles).

### TASK 2: CEI / Construction Supervision Services (Resurfacing and FDR on Multiple Roadways - 8 locations / 7 roads)

EXP shall provide Construction Engineering and Inspection (CEI) services in conformance with GDOT requirements, which are for construction contract administration and inspection for resurfacing and Full Depth Reclamation (FDR) on various roads within Fayette County and its municipalities.

#### **A. General**

1. The services shall consist of performing, to the satisfaction of Fayette County and municipalities, all construction engineering and inspection services necessary or incidental to accomplish the contract consistent with professional services.
2. It shall be the responsibility of the consultant to monitor and inspect the construction contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the construction contract.

3. The consultant shall furnish all services and labor necessary to conduct and complete the services to accomplish the resulting contract, and shall furnish all materials, equipment, laptops, supplies, and incidentals other than those designated in writing as to be furnished by Fayette County necessary to perform the services, and check or test them prior to use under this contract.
4. All services shall be performed in accordance with the established standard procedures and practices of the Georgia Department of Transportation, and/or as directed by Fayette County or municipalities.
5. Since the services under this contract are to be paid in part with Federal and/or State funds, the services shall comply with all applicable Federal and State laws and regulations.
6. At the request of Fayette County, the consultant during the progress of the services shall furnish information or data relating to the services under the contract as may be required by Fayette County to enable it to carry out or to proceed with related phases of the project not covered by this contract, or which may be necessary to enable Fayette County to furnish information to the consultant upon which to proceed with further services.
7. Compliance with all the foregoing shall be within the purview of the contract and shall not constitute a basis for additional or extra compensation.
8. The consultant will prepare for and conduct the preconstruction conference and assist with Project Close Out.
9. The consultant will provide Fayette County staff with weekly progress reports detailing CEI activities and status.
10. GDOT will conduct testing per the OMAT testing form signed 5/13/2024.

**B. Services To Be Performed by The Consultant**

The consultant agrees to:

1. Observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to Fayette County or the governing municipality, and direct the contractor to correct such observed discrepancies.
2. Attend conference(s) required to carry out the contract.
3. Be familiar with the standard construction practices of the Georgia Department of Transportation, the construction plans, project contract, and the contractors proposed schedule of operations prior to beginning field services under the contract.

4. Assign a sufficient number of technically qualified and experienced personnel to the project to perform the services required under the contract, in a timely manner to avoid delay to the contractor.
5. Immediately notify Fayette County or the governing municipality of any unanticipated project conditions.
6. Perform consultant field operations in accordance with Fayette County, the governing municipality, GDOT, and/or Federal regulations and accepted safety practices.
7. Provide for consultant personnel transportation equipped with appropriate safety equipment, communication devices, high visibility hat and vest, and incidentals that are needed to accomplish the services required under the contract.
8. Act as Inspector as provided in the specifications, special provisions, and The Source of the State of Georgia Department of Transportation.
9. Sample materials, concrete and asphalt, to be incorporated in the work, and reject Contractor's work and materials not meeting the requirements of the Specifications, Special Provisions, or The Source of the State of Georgia Department of Transportation.
10. Make certain that test reports records or certificates of compliance have been received, prior to the incorporation of materials in the work, for the materials tested off the project site.
11. Keep daily Diaries, logs, and records consistent with the Department practice as are needed for a record of the contractor's progress including project engineer's diary and inspectors Diaries.
12. Measure and compute quantities of all materials incorporated in the work completed and maintain an item record account. Prepare monthly pay estimates based on site visits for each project. The estimates will be submitted to Fayette County by the 5th day of each month. Provide Fayette County with Weekly QTY verification at the end of each work-week.
13. Prepare and submit, such periodic, intermediate, and final reports and records as may be required by the Department and as are applicable to the project, which may include:
  - a. Weekly progress reports
  - b. Weekly statement of working days
  - c. Notice of change in construction status
  - d. Report of field inspection of material
  - e. Test and material source report record
  - f. Contractor pay estimates
  - g. Final certification of materials
  - h. Explanation of quantity variation
  - i. Statement of contract time
  - j. Intermediate and final estimates

- k. Other records and reports as required for the individual project by Fayette County and/or the governing municipalities
14. Review contractor submittals of records and reports required by the department as applicable to the project which may include, but is not limited to:
  - a. Weekly certified payroll
  - b. Statement of wage compliance
  - c. DBE compliance
  - d. Commercially Useful Function (CUF)
  - e. Labor Interviews
  - f. Request for partial and final payment
  - g. Other reports and reactors as required for the individual project by Fayette County including but not limited to, contractor EEO compliance

#### **Task Order Work Items and Listing**

- Pre-Construction Meeting
- Review of Traffic Control Plan
- Review of Paving Plan
- Review of Job Mixes
- Review of materials testing results
- Contractor Coordination Meetings
- Construction Status Meetings with Fayette County and/or municipalities
- Daily CEI of work activities
- Labor Interviews
- Commercially Useful Function (CUF)
- Preparation and submission of Contractor pay estimates
- Spot-check Certified Payrolls
- Verify DBE requirements are satisfied
- Traffic Control Inspections
- Erosion Control Inspections
- Q/A review of contractors pay estimates
- Q/A site reviews
- Punch List preparation and submission
- Final Inspection
- Project Closeout
- Prepare for and attend GDOT and/or FHWA audits

**PROFESSIONAL FEES:**

EXP US Services, Inc. proposes to accomplish Task Order 2 for a not to exceed total fee of \$201,287.28. These fees are summarized in the attached Fee Estimate.

Work effort for CEI services is based on the contractor completing project within a 3 1/2-month timeframe. Should work exceed the estimated 3 1/2-month schedule, additional work hours will need to be required and negotiated for Senior Inspector and Inspector to perform inspection services of contractor work activities.

All work hours will be charged at standard rates and will not include any overtime rates.

The total fee is inclusive of labor, expenses, direct costs, and Fixed Fees. The Cost-Plus Fixed Fee amounts for the Prime and Sub-Consultants, together with all allowable incurred costs in performance of the scope of services is shown in the following cost summary table with breakdown by task, individual road segment, and municipality.

<b>COST ESTIMATE SUMMARY TABLE</b>			
<b>MUNICIPALITY</b>	<b>ROAD NAME</b>	<b>MILEAGE</b>	<b>TASK ORDER 2 COST ESTIMATE</b>
<b>Fayette County</b>	SR 85 Conn	3.60	\$50,538.70
	New Hope Road	3.40	\$47,675.53
	Banks Road	1.58	\$22,619.75
<b>City of Fayetteville</b>	Banks Road	0.16	\$4,290.59
<b>Peachtree City</b>	*Kelly Drive	0.61	\$26,198.83
	McIntosh Trail	0.96	\$13,743.64
	Ebenezer Road	0.53	\$7,587.62
<b>Town of Tyrone</b>	*Dogwood Trail	1.10	\$28,632.62
		<i>(FDR only 0.45 mi)</i>	
<b>*denotes FDR roads (3.0% multiplier CEI, applied to FDR portion only)</b>			
<b>Not to Exceed Total</b>			<b>\$201,287.28</b>

If this fee and scope is acceptable, EXP US Services Inc is available to begin work when construction contractor contract is executed. If you have any questions or would like us to

discuss/modify the scope, please contact Ritchie Swindell, who will serve as the Project Manager. If you need any additional information, please feel free to contact Ritchie Swindell at (912) 682-2742.

## SCHEDULE B

### Rates for Additional Services

If additional services are required that are in addition to the scope of services, they will be billed on an hourly basis. The following rates will be used depending on the personnel classification during regular working hours. Overtime rates for some classifications will be charged at time and a half. These rates will be applicable through December 31, 2024. The rates will have a 5% escalation per subsequent 12-month period(s). will be modified beginning January 1, 2025. All invoices for time billed after December 31, 2024, will reflect 2025 rates.

### EXP's Rates

<b>Position</b>	<b>Rate</b>
Project Principal .....	\$300.00
Project Manager.....	\$265.00
Senior Engineer .....	\$195.00
Engineer 2 .....	\$160.00
Engineer 1.....	\$120.00
Structural Project Manager .....	\$245.00
Senior Structural Engineer 2 .....	\$180.00
Structural Engineer 1 .....	\$150.00
Technician .....	\$120.00
Technician Aide.....	\$90.00
CEI Project Manager.....	\$150.00
CEI Contract Support Specialist .....	\$88.00
CEI Senior Inspector .....	\$90.00
CEI Inspector 2 .....	\$87.00
CEI Inspector 1 .....	\$85.00
CEI Inspector Aide .....	\$75.00
Administrative Assistant .....	\$50.00
Environmental Director.....	\$283.25
Environmental Manager .....	\$190.00
Environmental Specialist 1.....	\$85.00
Environmental Specialist 2 .....	\$101.00
Environmental Specialist 3.....	\$130.00
Hydraulic/Drainage Project Manager .....	\$265.00
GIS Administrator Lead.....	\$140.00
GIS Administrator/Developer 1.....	\$109.00
GIS Administrator/Developer 2 .....	\$124.00
GIS Administrator/Developer 3 .....	\$130.00
GIS Analyst/Technician 1.....	\$95.00
GIS Analyst/Technician 2.....	\$112.00
GIS Analyst/Technician 3.....	\$120.00

Mileage will be billed based on standard IRS rates.  
Traffic Counter/Video Monitor \$10.00/day

# COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date:

Type of Request:

**Wording for the Agenda:**

Request to approve the Intergovernmental Agreement (IGA) to split the cost of the right-of-way acquisition as billed by the Georgia Department of Transportation (GDOT) for the McDonough Road replacement project (2004 SPLOST Project R-10).

**Background/History/Details:**

In October of 2018, the Board agreed to participate in GDOT's Local Bridge Replacement Program (LOCBR) for the replacement of the McDonough Road bridge over the Flint River.

Fayette County has paid GDOT \$50,000.00 for right-of-way acquisition costs. As with other LOCBR projects, GDOT will cover the costs of engineering and construction which are estimated to be \$6 million.

Clayton County staff and legal have approved an IGA for splitting the costs, 50% / 50%, that GDOT billed to Fayette County. Clayton County will reimburse Fayette County \$25,000, which is 50% of the \$50,000 that Fayette County has paid towards the right-of-way acquisition costs.

**What action are you seeking from the Board of Commissioners?**

Approval of the Intergovernmental Agreement (IGA) to split the cost of the right-of-way acquisition as billed by the Georgia Department of Transportation (GDOT) for the McDonough Road replacement project (2004 SPLOST Project R-10).

**If this item requires funding, please describe:**

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

**Staff Notes:**



INTERGOVERNMENTAL AGREEMENT  
FOR THE REPLACEMENT OF THE MCDONOUGH ROAD BRIDGE  
OVER THE FLINT RIVER

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between FAYETTE COUNTY, a political subdivision of the State of Georgia,  
acting by and through its Board of Commissioners, hereinafter “Fayette County,” and  
CLAYTON COUNTY, a political subdivision of the State of Georgia, acting by and  
through its Board of Commissioners, hereinafter “Clayton County,” each of which has  
been duly authorized to enter into this Agreement to provide for the replacement of the  
McDonough Road Bridge over the Flint River (hereinafter called the “PROJECT”).

WHEREAS, the existing bridge provides valuable connectivity over the Flint  
River between Fayette County and Clayton County; and

WHEREAS, Fayette and Clayton County desire to replace the bridge due to  
substandard load capacity, structural integrity, guardrail configuration and deck  
geometry; and

WHEREAS, providing a new bridge will help ensure an adequate and safe means  
of transportation for citizens and goods of both Fayette County and Clayton County; and

WHEREAS, the Georgia Department of Transportation (hereinafter “GDOT”), as  
part of its Local Bridge Replacement Program (GDOT Project ID 0016579), has agreed  
to provide preliminary engineering costs, any utility relocations, all construction costs,  
and all right-of-way (ROW) costs, except for fifty thousand dollars to be paid by Fayette  
County, that includes all acquisition fees and other related costs the construction of a new  
bridge; and

WHEREAS, GDOT and Fayette County shall enter into a Memorandum of Agreement (Attachment A) where Fayette County will pay the remaining preliminary ROW estimated costs for the PROJECT;

NOW THEREFORE, in consideration of the mutual promises made and good and valuable consideration, the receipt and sufficiency of which being acknowledged by both Fayette County and Clayton County, Fayette County and Clayton County hereby agree each with the other as follows:

#### GENERAL

1. Clayton County shall reimburse Fayette County Fifty (50%) Percent of all costs billed by GDOT to Fayette County for the PROJECT within 60 days of Fayette County's notification of such costs to Clayton County, provided that such costs are not otherwise increased due to the actions or inactions of Fayette County or GDOT.
2. If GDOT issues a refund to Fayette County for unused funds billed for the PROJECT, hereinafter the "Refunded Amount," Fayette County will remit Fifty (50%) Percent of the Refunded Amount to Clayton County within 60 days of Fayette County's receipt of such funds from GDOT.
3. Fayette County and Clayton County shall be responsible for all costs for the continual maintenance and operation of any improvements, including but not limited to bridge substructure, bridge decking, signs, pavement, guard rails, striping, slopes, lighting, landscaping, etc., associated with the PROJECT and within the limits of Fayette County and Clayton County, respectively.

## NOTICES

4. Any notices required to be given to Fayette County shall be in writing and sent certified mail, return receipt requested to:

Fayette County, Georgia  
140 Stonewall Avenue West, Suite 100  
Fayetteville, GA 30214  
Attn: Chairman

Any notices required to be given to Clayton County shall be in writing and sent certified mail, return receipt requested to:

Clayton County, Georgia  
112 Smith Street  
Jonesboro, GA 30236  
Attn: Chairman

A change in notice address may be effected by written notice from one county to the other county given in accordance with this paragraph.

## WAIVER

5. Any failure by Fayette County or Clayton County to enforce any rights arising hereunder shall not be deemed a waiver of such right.

## AMENDMENT

6. Except as otherwise provided herein, this Agreement may only be modified by written amendment approved by Fayette County and Clayton County at duly-noticed open meetings at which a quorum is present and acting, and signed by both Parties. An oral modification shall not be binding.

## ASSIGNMENT

7. Neither Fayette County nor Clayton County shall assign its rights or obligations under this Agreement to a third party without the express written consent of the other. Neither Fayette County nor Clayton County is required to consent to such assignment.

IN WITNESS WHEREOF, Fayette County and Clayton County have hereunto set the hands and seals of their duly authorized representatives on the date first above mentioned.

(SEAL)

BOARD OF COMMISSIONERS OF  
CLAYTON COUNTY, GEORGIA

BY: \_\_\_\_\_  
JEFFREY E. TURNER

ATTEST:

\_\_\_\_\_  
Courtney Rushin, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

(SEAL)

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

BY: \_\_\_\_\_  
LEE HEARN, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. Smith, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

APPROVED FOR PAYMENT BY:



Christian Smith DATE: 4/3/2024  
P. Mallon DATE: 4/3/24

# INVOICE

Invoice# INV-013579

ACCOUNT: 321 40220 541210  
AMOUNT: \$50,000.00

Balance Due  
**\$50,000.00**

Bill To

**Fayette County**

Phil Mallon  
140 Stonewall Ave. West, Suite 203  
Fayetteville, Georgia 30214

Invoice Date : 04.01.2024

PI# : 0016579

#	Description	Qty	Rate	Amount
1	ROW Local Phase for Bridge Project	1.00	50,000.00	50,000.00
			Sub Total	50,000.00
			<b>Total</b>	<b>\$50,000.00</b>
			<b>Balance Due</b>	<b>\$50,000.00</b>

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

## Fayette County

Invoice Number	INV-013579
Invoice Date	04.01.2024
Amount Due	\$50,000.00

**Make all checks payable to:**

Georgia Department of Transportation  
P.O. Box 931676  
Atlanta, GA 31193-1676

**Make payments by ACH or Wire to:**

Routing# - 121000248  
Account# - 29794840000000001

**Make online payments:**

Customer ID: 467866000001425001  
Billing Zip: 30214  
[www.e-billexpress.com/ebpp/GDOT](http://www.e-billexpress.com/ebpp/GDOT)



3/18/2024

**DATE:** March 18, 2024

DocuSigned by:

*Neoma Walker*

**FROM:** Neoma Walker, Bridge Program Specialist

**TO:** DocuSign

**SUBJECT:** PI 0016579 – CR 191/CR 363/McDonough Road at Flint River

Memorandum required for uploading LOCBR MOAs into DocuSign for internal routing.

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF TRANSPORTATION  
AND  
FAYETTE COUNTY  
FOR  
RIGHT OF WAY**

**THIS MEMORANDUM OF AGREEMENT** (the "Agreement") is made and entered into as of **3/26/2024** (the "Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia (hereinafter called the "DEPARTMENT" or "GDOT"), and **FAYETTE COUNTY**, acting by and through its Chairman and Board of Commissioners (hereinafter called the "LOCAL GOVERNMENT").

**WHEREAS**, PI No. **0016579 – CR 191/CR 363/MCDONOUGH ROAD AT FLINT RIVER** (hereinafter called "PROJECT") has been added to the Statewide Transportation Improvement Plan; and

**WHEREAS**, the DEPARTMENT policy requires, and the LOCAL GOVERNMENT has agreed, that the LOCAL GOVERNMENT shall fund a portion of the DEPARTMENT expenses associated with Right of Way ("ROW") Phase (hereinafter called the "ROW Phase") for the PROJECT; and

**WHEREAS**, the DEPARTMENT has determined guidance for estimating the amount contributed by each Local Government for ROW contributions for each PROJECT based on the level of complexity for the particular project; and

**WHEREAS**, the LOCAL GOVERNMENT has agreed to pay the amount for the ROW Phase to the DEPARTMENT as set forth herein; and

**WHEREAS**, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

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

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **PAYMENT BY THE LOCAL GOVERNMENT TO THE DEPARTMENT**
  - a. Based on the assessed level of complexity and subject to the provisions of this Section 2 of the Agreement, the LOCAL GOVERNMENT shall be responsible for providing payment in the amount of **fifty thousand dollars (\$50,000.00)** to the DEPARTMENT within thirty (30) days from the date listed on the GDOT invoice and billing request.
  - b. All payments by the LOCAL GOVERNMENT to the DEPARTMENT shall be sent to the following address:

For payments made by check:

Georgia Department of Transportation  
P.O. Box 932764  
Atlanta, GA 31193-2764

- c. If there is an unused balance after completion of all the phases of the PROJECT for the PROJECT, pending audit by the DEPARTMENT, the remainder will be refunded to the LOCAL GOVERNMENT.
- d. The DEPARTMENT will prepare Specific Activity Agreements for funding applicable to other PROJECT activities, such as right of way, utilities and construction phases, when appropriate.
- e. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence.
- f. If, for any reason, the LOCAL GOVERNMENT does not make payment to the DEPARTMENT pursuant to Section 2(a) above, the DEPARTMENT reserves the right, where applicable, to delay or cancel the PROJECT.

**3. COMPLIANCE WITH APPLICABLE LAWS.**

- a. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that the provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated ("O.C.G.A.") relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- b. The provisions of O.C.G.A. §50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "'Drug Free Workplace Act'" have been complied with in full, as stated in **Appendix A** of this Agreement.
- c. The LOCAL GOVERNMENT has read and understands the regulations for the State Audit Requirement and will comply in full with said provisions of O.C.G.A. § 36-81-7.
- d. By execution of this Agreement, the undersigned, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. § 36-70-1 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.
- e. The LOCAL GOVERNMENT hereby agrees that it shall comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- f. The LOCAL GOVERNMENT hereby agrees that it shall comply with O.C.G.A. § 25-9-1 et. seq, Georgia Underground Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- g. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT is and shall be at all times, in compliance with the Federal Work Authorization Program. LOCAL GOVERNMENT agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance.
- h. The LOCAL GOVERNMENT hereby agrees that it shall not discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it will comply with any and all state



and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

- i. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement.

**4. MISCELLANEOUS**

- a. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

<p><b>GEORGIA DEPARTMENT OF TRANSPORTATION</b>          Attn: Neoma Walker          Title: Bridge Program Manager          Address: 600 West Peachtree NW,          Atlanta, GA 30308          Phone: 404-985-1545          Email: nwalker@dot.ga.gov</p>	<p><b>FAYETTE COUNTY</b>          Attn: Lee Hearn          Title: Chairman          Address: 140 Stonewall Avenue          Suite 100          Fayetteville, GA 30214          Phone: 770-305-5100          Email: Lhearn@fayettecountyga.gov</p>
---	--

- b. The individual signing this Agreement on behalf of each party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such party, and to bind such party to the terms and conditions of this Agreement.
- c. This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
- d. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- e. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- f. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- g. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.
- h. It is mutually agreed between the parties hereto that this Agreement shall be deemed to have been executed in Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

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

**[SIGNATURES TO FOLLOW]**

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives as of the Effective Date.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

DocuSigned by:  
Russell R McMurry  
By: 76D6577D00644FA...  
Name: Russell McMurry **3/25/2024**  
Title: Commissioner

DocuSigned by:  
Angela O. Whitworth  
Attest: 74085B5B0FAC425...  
Name: **Angela O. Whitworth**  
Title: **Treasurer**  
**3/26/2024**

FAYETTE COUNTY

By: [Signature]  
Name: Lee HEARN  
Title: Chairman Board of Commissioners



Attest: [Signature]  
Name: Jameca P. Smith  
Title: County Clerk

This Agreement approved by Local Government,  
the 14<sup>th</sup> day of March, 2024

FEIN: 58-6000826

**APPENDIX A  
CERTIFICATION OF LOCAL GOVERNMENT  
DRUG FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of Fayette County  
whose address is 140 Stonewall Avenue, Ste. 100, Fayetteville and it is also certified that:

1. The provisions of Section 50 24 1 through 50 24 6 of the Official Code of Georgia Annotated, relating to the "'Drug Free Workplace Act'" have been complied with in full; and
2. A drug free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with Georgia Department of Transportation, Fayette County certifies to the LOCAL GOVERNMENT that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50 24 3"; and


4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

March 14, 2024  
Date

[Signature]  
Signature

Name: Lee Heard

Title: Chairman of Board of Commissioners



**APPENDIX B  
CERTIFICATION OF COMPLIANCES  
WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am a principal and duly authorized representative of Fayette County whose address is 140 Stonewall Avenue, Ste. 100, Fayetteville and it is also certified that:

**I. PROCUREMENT REQUIREMENTS**

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

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

**II. STATE AUDIT REQUIREMENT**

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

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated.

**III. SERVICE DELIVERY STRATEGY REQUIREMENT**

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

March 14, 2024  
Date

Lee Henry  
Signature  
Name: Lee Henry  
Title: Chairman Board of Commissioners



Appendix C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FAYETTE COUNTY
Solicitation/Contract No./ Call No. or Project Description:	0016579 – CR 191/ CR 363/MCDONOUGH ROAD AT FLINT RIVER

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

47506

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

July 17, 2007

Date of Authorization

Fayette County

Name of Contractor

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

Lee Heard

Printed Name (of Authorized Officer or Agent of Contractor)

chairman

Title (of Authorized Officer or Agent of Contractor)



Signature (of Authorized Officer or Agent)

March 14, 2024

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 14th DAY OF March, 2024

Tameca P Smith

Notary Public



My commission expires: 04/06/2025

### Certificate Of Completion

Envelope Id: 838CA5E0A9BA482F90F1114E901A98CD	Status: Completed
Subject: 48400-030-IGOBD2401939/FAYETTE COUNTY	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	GDOT DocuSign Admin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	600 W Peachtree St, NW
	Atlanta, GA 30308
	gdot_contracts@dot.ga.gov
	IP Address: 143.100.53.13

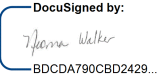
### Record Tracking

Status: Original	Holder: GDOT DocuSign Admin	Location: DocuSign
3/18/2024 4:02:29 PM	gdot_contracts@dot.ga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Georgia Department of Transportation	Location: DocuSign

### Signer Events

Neoma Walker  
 nwalker@dot.ga.gov  
 Security Level: Email, Account Authentication (None)

### Signature


DocuSigned by:  
  
 BDCDA790CBD2429...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 143.100.53.13

### Timestamp

Sent: 3/18/2024 4:04:21 PM  
 Viewed: 3/18/2024 4:06:45 PM  
 Signed: 3/18/2024 4:07:05 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/18/2024 4:06:45 PM  
 ID: 1dc96a4e-4918-4e74-a383-fd6d342f3652


Russell R McMurry  
 rmcumurry@dot.ga.gov  
 Commissioner  
 Georgia Department of Transportation  
 Security Level:  
 .Email  
 3/25/2024 7:46:36 PM

DocuSigned by:  
  
 76D6577D00644FA...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 45.20.183.19  
 Signed using mobile

Sent: 3/18/2024 4:07:06 PM  
 Resent: 3/25/2024 2:23:31 PM  
 Viewed: 3/25/2024 7:46:43 PM  
 Signed: 3/25/2024 7:46:50 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 2/26/2016 9:35:33 AM  
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Angela O. Whitworth  
 awhitworth@dot.ga.gov  
 Treasurer  
 Security Level:  
 .Email  
 ID: 7ad296c7-24bd-4b46-bc39-ae73165d097  
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**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/18/2024 4:04:21 PM
Envelope Updated	Security Checked	3/25/2024 2:23:32 PM
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Envelope Updated	Security Checked	3/25/2024 2:23:32 PM
Envelope Updated	Security Checked	3/25/2024 7:47:21 PM
Envelope Updated	Security Checked	3/26/2024 9:07:02 AM
Envelope Updated	Security Checked	3/26/2024 9:07:02 AM
Certified Delivered	Security Checked	3/26/2024 9:07:18 AM
Signing Complete	Security Checked	3/26/2024 9:07:23 AM
Completed	Security Checked	3/26/2024 9:07:23 AM
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- ii. send us an e-mail to [gdot\\_contracts@dot.ga.gov](mailto:gdot_contracts@dot.ga.gov) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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Administrator's Report: A



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
www.fayettecountyga.gov

To: Steve Rapson

From: Ted L. Burgess *TLB*

Date: July 25, 2024

Subject: Contract 2378-S: Water System Engineer of Record  
Task Order 25-02: Ground & Surface Water Landfill Monitoring

Arcadis U. S., Inc. was awarded Contract 2378-S on February 15, 2024, to serve as the Water System Engineer of Record. The contract award established hourly rates which each task order amount will be based on.

This Task Order will authorize Arcadis to provide groundwater, surface water, and methane monitoring services as part of post-closure requirements for the Northside (construction & demolition waste) landfill and Southside (sanitary) landfills.

Arcadis proposes to perform this service for \$79,469.00. This is a 0.4% increase over their price for last year's monitoring.

Specifics of the proposed task order are as follows:

<b>Contract Name</b>	2378-S: Water System Engineer of Record	
<b>Contractor</b>	Arcadis U.S., Inc.	
<b>Task Order 25-02</b>	Ground & Surface Water Landfill Monitoring	
<b>Not to Exceed Amount</b>	\$79,469.00	
<b>Budget:</b>		
Org Code	54040500	Solid Waste
Object	521320	Closure / Post Closure Expense
FY25 Budget Request	\$79.469.00	

Approved by: *[Signature]* Date: 7/25/24

Place on County Administrator's Report?  Yes  No      On Agenda Dated: \_\_\_\_\_



Ms. Vanessa Tigert, P.G.  
Director, Fayette County Water System  
245 McDonough Road  
Fayetteville, Georgia 30214

Arcadis U.S., Inc.  
2839 Paces Ferry Road  
Suite 900  
Atlanta  
Georgia 30339  
Phone: 770 431 8666  
Fax: 770 435 2666  
[www.arcadis.com](http://www.arcadis.com)

Date: April 8, 2024  
Ref: Contract 1867-P Water System Engineer of Record  
Subject: Task Order TO 25-02 – Groundwater / Surface Water Landfill  
Monitoring – REV 1

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for Task Order TO 25-02 – Groundwater / Surface Water Landfill Monitoring to provide groundwater, surface water, and methane monitoring services as a part of post-closure care requirements for the Northside and Southside Landfills located in Fayette County. Arcadis has obtained the services of Oasis Consulting Services (Oasis) as a subconsultant to perform this work. Arcadis plans to provide project management and quality control services for this Task Order. Arcadis will leverage its expertise and knowledge in the water sector to provide technical services for FCWS.

## Background

The purpose of this Task Order is to monitor, test, and analyze methane, groundwater, and surface water for post-closure care requirements at two solid waste disposal facilities located within Fayette County: First Manassas Mile Road Southside Sanitary Landfill also known as Southside Landfill (Permit No. 056-014D(SL)) and First Manassas Mile Road Northside Construction and Demolition (C&D) Landfill also known as Northside Landfill (Permit No. 056-015D(L)). We understand the Northside and Southside Landfills have received closure certification by the Georgia Environmental Protection Division (GAEPD) and no longer accept waste for disposal.

The Arcadis/Oasis team understands that the Northside Landfill is currently in detection monitoring and the Southside Landfill is currently in assessment monitoring in accordance with a Corrective Action Plan (CAP) approved by the Georgia Environmental Protection Division (EPD) in December of 2002 with minor modifications in 2012.

The scope provided within this proposal and its' associated costs are based on events as performed by Oasis in FY24 for the Southside and Northside Landfills.

## Project Team

The key members of our project team are listed below. Arcadis will utilize Oasis to perform the landfill monitoring services. Arcadis shall submit subcontractors to FCWS for approval prior to initiating any activities.

1. Aaron Capelouto, PE – Project Manager
2. Michael Diaz, PE, MS – Account Lead

## Scope of Work

Arcadis will deliver this Task Order through the completion of the tasks described in the sections below.

## Task 1: Project Management Services

Project Management will involve coordinating and oversight of the execution of the proposed tasks, tracking task budgets and schedules, as well as reviewing and ensuring the quality of the deliverables.

The following deliverables and services will be prepared:

1. Project Scope and Budget Setup
2. Monthly Invoicing
3. Project Closeout

## Task 2: Landfill Monitoring Services

The Arcadis/Oasis team will assist Fayette County with environmental compliance services for the Northside and Southside Landfills. We will conduct two semi-annual groundwater and surface water monitoring events as well as two semi-annual landfill inspection events and four quarterly methane monitoring events for the Northside and Southside Landfills. A detailed description of the scope of services is outlined below.

### 2.1 Groundwater

The Arcadis/Oasis team will complete the semi-annual groundwater monitoring activities for both landfills during the third quarter of 2024 (July) and the 1<sup>st</sup> quarter of 2025 (January). Sampling and reporting activities will be completed at the below described groundwater networks:

- The **Northside Landfill** groundwater monitoring network consists of seven groundwater wells.
- The **Southside Landfill** groundwater monitoring network consists of 29 groundwater monitoring wells and four piezometer wells, which are used for water level gauging purposes only.

Prior to sampling, we will measure static water levels in the 36 groundwater monitoring wells and four piezometers at both landfills. The measurements will be made to the nearest one-hundredth of a foot from the top of well casing using an electronic water level meter. The electronic water level meter will be properly decontaminated between well locations. The water levels will be measured within the same 24-hour period, as required. The water levels will then be used to calculate well and purge volumes for each well to be sampled.

For the wells designated for sampling and analysis, we will purge each well with manual hand bailing techniques, or with the use of a peristaltic pump (or equivalent) capable of low-flow sampling. Purging will be accomplished with either Multiple Volume Purge or low-flow purging procedures, as applicable. The following field parameters will be measured and recorded using a water quality instrument:

- pH
- Specific Conductivity
- Water Temperature
- Dissolved Oxygen (DO)
- Oxidation Reduction Potential (ORP)
- Turbidity

Groundwater monitoring wells will be purged until a minimum of three well volumes have been removed, and collected water quality parameters stabilize for at least three consecutive readings; water within the well is completely evacuated (purged dry) and left to recharge; or five well volumes are removed. The Arcadis/Oasis team will perform groundwater purging and sampling in accordance with the EPA Region 4 Science and Ecosystem Support Division (SES) Operating Procedure for Groundwater Sampling. Per the procedure, stabilization occurs when, for at least three consecutive measurements, the pH remains constant within 0.1 Standard Units, specific

conductivity varies no more than 5%, and the turbidity has either stabilized or is below 10 Nephelometric Turbidity Units (NTUs), as required. In addition, we will record DO readings for stabilization which occurs when three consecutive measurements are within 0.2 mg/L or a 10% change in saturation, when possible, to ensure further purge adequacy.

Due to the nature of manual bailing techniques, it is likely that turbidity readings will not demonstrate stability of 10 NTUs or less for three consecutive readings. In lieu of sampling metals from a well with elevated turbidity readings, groundwater may be sampled for metals within 24 hours of the initial purging process once turbidity levels have reached an acceptable range of 10 NTUs or less.

When possible, we will elect to complete groundwater purging using low-flow techniques.

Once stabilization is achieved, we will collect a sample from each well for the designated parameters as outlined below:

- The groundwater samples collected from the seven monitoring wells at the **Northside Landfill** during the January and July Detection Monitoring Events will be analyzed for Appendix I Volatile Organic Compounds (VOCs) and metals and the Appendix II parameter Dichlorodifluoromethane (DCDFM). In addition, methane readings (% volume and Lower Explosive Limit (LEL)) and oxygen (% volume) will be measured in each well with the use of a properly calibrated landfill gas analyzer, if necessary.
- Groundwater samples collected from 22 of the 29 monitoring wells at the **Southside Landfill** during the January Detection Monitoring Event will be analyzed for Appendix I VOCs and the Appendix II parameter DCDFM. 14 monitoring wells/piezometers will be measured for water level only.
- Groundwater samples collected from 22 of the 29 monitoring wells at the **Southside Landfill** during the July Assessment Monitoring Event will be analyzed for Appendix I VOCs and metals and the Appendix II parameters DCDFM and chloride. Groundwater samples collected from 7 monitoring wells will be analyzed for Appendix I VOCs and DCDFM. Four piezometers will be measured for water level only.

As a part of field quality assurance/quality control (QA/QC) during each semi-annual event, one duplicate sample will be collected at each landfill, one trip blank will be analyzed for VOCs for each sample cooler containing VOC samples and one field blank will be collected per landfill.

Collected samples will be labeled, packed on ice, and transported to accredited laboratory Pace Analytical (Pace) located in Peachtree Corners, GA. Proper chain of custody (COC) procedures will be followed throughout sample collection and handling.

Laboratory detection limits will not exceed the Maximum Contaminant Levels (MCLs) recognized by the Solid Waste Management Program of GAEPD.

### **Report Preparation**

Following semi-annual field sampling activities and initial evaluation and verification of laboratory analytical data, the Arcadis/Oasis team will prepare a Semi-Annual Groundwater Detection or Assessment Event Report, as applicable, for each Landfill. The Reports will include, but will not be limited to, the following:

- A Certification Statement including ground water quality results not in compliance with GAEPD rules, indicating a statistically significant increase and exceeding the groundwater protection

standards (GWPS). The Certification Statement will be sealed and signed by a Georgia Registered Professional Geologist or Engineer.

- Essential background information regarding the facility, including a description of the facility's approved groundwater monitoring network.
- Documentation of field sampling activities performed at the facility including sampling procedures, quality assurance/quality control measures, and sample handling and analytical procedures.
- A discussion of findings from the groundwater sampling, laboratory analytical reports and data evaluation that will include the comparison of reported analytical data to applicable GWPS.
- A presentation of measured groundwater elevation data, as well as, the required calculation of average groundwater seepage velocity using a potentiometric surface map that is generated from the Surfer® mapping computer software.
- A statistical evaluation will be conducted in accordance with the requirement of GAEPD Solid Waste Management Rule 391-3-4.14 and the technical standards described in *Statistical Analysis of Ground-Water Monitoring Data at RCRA Facilities, Unified Guidance* (U.S. EPA, 2009). The statistical evaluation will be conducted using Starpoint ChemPoint® and ChemStat® software. The data will be evaluated using the Kruskal-Wallis Analysis of Variance (ANOVA) test to determine if concentrations of detected constituents are indicative of a statistically significant increase (SSI) when compared to background concentrations at the facility, unless a different statistical evaluation test is deemed necessary.
- A summary of findings, conclusions, and recommendations, including a Corrective Action Status Update, will be included, as necessary.
- Tables summarizing detections of parameters compared to the established GWPS.
- Figures showing the facility location and surrounding topographic features, surface water bodies, groundwater, methane and surface water monitoring locations and potentiometric surface map with groundwater gradients and interpreted flow direction.
- Field data sheets, laboratory analytical reports, statistical evaluation documentation, and time-plot graphs will be included as appendices.

## 2.2 Surface Water

The Arcadis/Oasis team will complete the semi-annual surface water monitoring activities for both landfills during the third quarter of 2024 (July) and the 1<sup>st</sup> quarter of 2025 (January). Sampling and reporting activities will be completed at the below described surface water networks:

- The **Northside Landfill** surface water monitoring network consists of two surface water sampling locations.
- The **Southside Landfill** surface water monitoring network consists of seven surface water sampling locations.

We will conduct surface water sampling at each landfill on a semi-annual basis during semi-annual groundwater sampling activities. Surface water sampling will be conducted in general accordance with the EPA Region 4 SESD Operating Procedure for Surface Water Sampling (SESDPROC – 201-R4).

Parameters including pH, specific conductance, temperature, turbidity, and dissolved oxygen will be measured in the field with a water quality instrument at the time of sampling.

We will collect a sample from each surface water location for the designated parameters as outlined below:

- The two surface water samples collected at the **Northside Landfill** during both Detection Monitoring Events in January and July will be analyzed for chemical oxygen demand (COD), total



cyanide, chloride, total organic carbon (TOC), and Georgia Table 1 metals (arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, and zinc).

- Three of the seven surface water sample locations will be sampled at the **Southside Landfill** during both the January Detection Monitoring Event and July Assessment Monitoring Event and will be analyzed for COD, TOC, chloride, total cyanide, Georgia Table 1 metals (arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, and zinc.) Three of the seven surface water sample locations will be sampled for Appendix I VOCs and one surface water location will be sampled for Appendix I VOCs and Appendix II VOC, DCDFM.

As a part of field quality control, one trip blank for each sample cooler containing samples to be analyzed for VOCs will be analyzed.

Collected samples will be labeled, packed on ice, and transported to accredited laboratory Pace located in Peachtree Corners, GA. Proper COC procedures will be followed throughout sample collection and handling.

### **Report Preparation**

Following semi-annual field sampling activities and initial evaluation and verification of laboratory analytical data, the Arcadis/Oasis team will prepare a Semi-Annual Surface Water Report which will be included in the Semi-Annual Groundwater Detection or Assessment Event Report for each landfill. Each Report will include, but will not be limited to, the following:

- Essential background information regarding the facility, including a description of the approved surface water monitoring network at the facility.
- Documentation of field sampling activities performed at the facility, including sampling procedure, quality assurance/quality control measures, and sample handling and analytical procedures.
- A discussion of findings from the surface water sampling, laboratory analytical reports and data evaluation that will include the comparison of reported analytical data to established in-stream water quality standards (ISWQS).
- Tables summarizing detections of parameters as compared to the established ISWQS.
- Figures depicting the facility that show locations of approved surface water monitoring locations.
- Field data sheets and laboratory analytical reports will be included as appendices.

### **2.3 Methane Monitoring**

The Arcadis/Oasis team will conduct quarterly methane monitoring at the **Northside and Southside Landfills** in compliance with each facility's GAEPD-approved methane monitoring plan and in accordance with GAEPD's *Methane Monitoring at Solid Waste Disposal Facilities, 2015*, as well as GAEPD's Rules of Solid Waste Management. Methane Monitoring will be conducted during the 3<sup>rd</sup> and 4<sup>th</sup> quarters of 2024 and the 1<sup>st</sup> and 2<sup>nd</sup> quarters of 2025.

The proposed scope of work includes:

- The **Northside Landfill** GAEPD-approved methane monitoring network consists of 10 permanent compliance monitoring wells, five barhole punch compliance locations, five facility on-site structures, and one surface-scan location.
- The **Southside Landfill** GAEPD-approved methane monitoring network consists of 12 permanent compliance monitoring wells.

We will collect methane and O<sub>2</sub> concentrations from wells, barhole punch locations, and structures using an **Elkins Earthworks, LLC (Elkins) Landfill Gas Analyzer** that is calibrated annually by the manufacturer, and prior to each monitoring event. Oasis will conduct methane monitoring between noon and 6:00 p.m., and when

relative humidity is between 10% and 90%, as required. Barhole punch samples will be collected at designated locations for the **Northside Landfill**, properly sealed at the surface, and left to equilibrate for a minimum of 30 minutes prior to monitoring. Peak methane concentrations will be recorded at each location.

If a compliance monitoring location is found to be out of compliance due to a methane concentration exceeding the lower explosive limit (LEL), we will notify a designated Fayette County representative. If applicable, we will perform delineation by installing appropriate barhole punch sample locations for sampling in order to demonstrate whether or not off-site migration of methane is occurring.

The Arcadis/Oasis team will prepare a Quarterly Methane Monitoring Report for each landfill, which will include the required SWM-19 form, the Elkins Gas Analyzer manufacturer's calibration certification, a current signed and sealed potentiometric surface map for the facility, and a summary of observations and work conducted for the facility. Quarterly Reports will be signed and certified by a Georgia Registered Professional Geologist or Engineer.

In addition, we will also provide the County with updated historical methane detections for each event for inclusion in the County's GIS system. This data will be provided in Excel format.

## 2.4 Landfill Inspections

The Arcadis/Oasis team will perform post-closure semi-annual Landfill Inspections during the 4<sup>th</sup> quarter of 2024 and the 2<sup>nd</sup> quarter of 2025. Oasis will complete the following activities as a part of the semi-annual inspections:

- An inspection of the groundwater and methane monitoring network wells for deficiencies.
- Inspection of general site conditions
- Inspection of landfill cap/cover
- Inspection of landfill gas (LFG) remediation systems
- Deficiencies and/or necessary repairs noted during the inspection will be relayed to Fayette County in a summary letter report and submitted under separate cover.

## 2.5 On-Call Contingency

The Arcadis/Oasis team will perform the following on-call services as needed at the request of Fayette County as a part of the on-call contingency portion of this Task Order:

- Responding to the Georgia EPD concerning monitoring and reporting, Notice of Deficiencies (NODs); and or Notice of Violations (NOVs);
- Design and submittal of corrective action plans and/or amendments;
- Design and submittal of methane remediation plans;
- Modifications to design of methane extraction systems to increase efficiency or enhance extraction;
- Providing cost-benefit analysis of potential permit modifications;
- Reviewing monitoring plans for inefficiencies;
- Preparing design and operation plan minor modifications;
- Replacing groundwater and methane monitoring wells
- Surveying

- Assisting county staff with revisions to current transfer station operations and site development plans; and,
- Other related services, as needed.

## Schedule

The Arcadis/Oasis team will provide landfill sampling for the semi-annual groundwater/surface water monitoring reports and Landfill Inspections and quarterly methane monitoring reports as outlined in the tentative schedule provided below.

Northside and Southside Landfills Event	Date
2 <sup>nd</sup> Semi-Annual Groundwater and Surface Water Monitoring Event	July 2024*
3 <sup>rd</sup> Quarter Methane Monitoring Event	July 2024*
4 <sup>th</sup> Quarter Methane Monitoring Event	October 2024
4 <sup>th</sup> Quarter Landfill Inspection	October 2024
1 <sup>st</sup> Semi-Annual Groundwater and Surface Water Monitoring Event	January 2025
1 <sup>st</sup> Quarter Methane Monitoring Event	January 2025
2 <sup>nd</sup> Quarter Methane Monitoring Event	April 2025
2 <sup>nd</sup> Quarter Landfill Inspection	April 2025

\* Pending approval of TO 25-02

## Deliverables

The Arcadis/Oasis team will provide Fayette County deliverables for the groundwater/surface water monitoring reports, methane monitoring reports, and landfill inspection reports based on the above schedule.

We will submit a Draft Semi-Annual Report for each landfill to Fayette County within 60 days, and to GAEPD using GEOS, the GAEPD online system, generally within 90 days after the monitoring event is completed. Current and historical data will be provided to Fayette County in a format compatible with Geographical Information System (GIS) for the county's review and evaluation. Fayette County will provide review and approval of final reports requiring submission to EPD within 10 days of receipt from Oasis.

Quarterly Methane Monitoring Reports will be sent in draft form to Fayette County within 7 days of on-site monitoring activities unless an exceedance is observed, in which case the Report will be issued in draft form to Fayette County within 2 days of on-site monitoring activities. Once Fayette County approves the prepared draft Quarterly Methane Monitoring Report, we will submit the Report to GAEPD using GEOS, the GAEPD online system, within 14 or 7 days of on-site monitoring activities, as appropriate. Current and historical data will be provided to Fayette County in a format compatible with GIS for the county's review and evaluation. Fayette County will be responsible for importing the historical methane detection files into the County's GIS System.

Deficiencies and/or necessary repairs noted during Landfill Inspections will be relayed to Fayette County in a summary letter report and submitted under separate cover within 14 days of field activities.

An electronic copy of each prepared report will be provided to Fayette County and will additionally be stored in an electronic document library accessible by Fayette County.

## Budget

Compensation for the work in this task order will be based upon a time and expense basis, not to exceed the amount of \$79,469. Compensation is based upon the previously agreed rates associated with Arcadis' Engineer of Record for Water System contract with Fayette County.

## Assumptions

Fayette County shall be responsible for all hazardous materials at the Site (known or unknown), which shall include any hazardous materials existing on the Site as of the Effective Date of the Agreement, whether or not detected by Oasis or otherwise, and any hazardous materials brought to the Site by any party other than Oasis, anyone employed by them or anyone for whose acts Oasis may be liable, including, at County's sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation, and disposal from the Site of all such hazardous materials. Fayette County's obligation shall include obligations with respect to a release or discovery of hazardous materials by Oasis or its Subcontractors that have been or are brought to the foregoing areas by third parties other than Oasis, a Subcontractor, anyone employed by them, or anyone for whose acts Oasis or any Subcontractor may be liable.

If you have any questions about this Task Order, please do not hesitate to contact me (850-879-8910, Aaron.Capelouto@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,

*Aaron Capelouto*

Aaron Capelouto, PE, MIB  
Project Manager  
Arcadis U.S., Inc.

CC. Michael Diaz, PE, MS – Account Lead

## Exhibits

Exhibit A – Engineering Fee Breakdown

FCWS - TO 25-02 Groundwater/Surface Water Landfill Monitoring


Discipline	Project Management			FAYETTE County Water		ARCADIS			
Role	Account Lead	PM	Project Assistant						
Staff Proposed	Michael Diaz	Aaron Capelouto	Lois Dickson						
Labor Category	Principal Engineer / SME	Project Engineer	Project Assistant						
Labor Rate	\$222.79	\$146.40	\$86.99						
Total Role Hours	2	25	5						
Total Hours (by Discipline)	32			ARCADIS Subtotals		Subcontractor Subtotals			
Total Role Cost	\$446	\$3,660	\$435	Total Hours	Total Labor Cost	Total Hours	Total Labor Cost	Subtotal	
Total Labor Cost (by Discipline)	\$4,541			32	\$4,541	0	\$0	\$4,541	
<b>TASK 1 Project Management Services</b>									
1.01 Project Management and Task Order Development		20		20	\$2,928			\$2,928	
1.02 Project Monthly Invoicing	1	4	4	9	\$1,156			\$1,156	
1.03 Project Closeout	1	1	1	3	\$456			\$456	
<b>Sub-total Task Hours</b>	<b>2</b>	<b>25</b>	<b>5</b>	<b>32</b>	<b>\$4,541</b>	<b>---</b>	<b>\$---</b>	<b>\$4,541</b>	
<b>TASK 2 Landfill Monitoring Services</b>									
2.01 Groundwater & Surface Water				0	\$0		\$ 58,389.00	\$58,389	
2.02 Methane Monitoring				0	\$0		\$ 7,936.00	\$7,936	
2.03 Landfill Inspections				0	\$0		\$ 2,458.00	\$2,458	
2.04 Preliminary Work & On-Call Contingency				0	\$0		\$ 6,145.00	\$6,145	
<b>Sub-total Task Hours</b>	<b>---</b>	<b>---</b>	<b>---</b>	<b>0</b>	<b>\$0</b>	<b>---</b>	<b>\$ 74,928</b>	<b>\$74,928</b>	
Budgetary Expenses (Other Direct Costs)					\$0				
Total Labor Cost				32	\$4,541	0	\$74,928	\$79,469	
<b>TOTAL</b>					\$4,541			<b>\$79,469</b>	

Scope assumptions defined in the proposal.

## Administrator's Report: B



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson  
 From: Ted L. Burgess   
 Date: August 7, 2024  
 Subject: Contract #2445-A: Outdoor Fire Training Props

The Department of Fire and Emergency Services needs to procure fire training props for their new training facility at 340 Hewell Road. These include a fuel spill fire simulator, LPG tank fire prop, SUV fire prop, and a vehicle extrication package.

Fire & Emergency Services training staff conducted a review of manufacturers and available equipment over the last several years. They attended in-person and virtual product demonstrations. Among the manufacturers' offerings they considered were Lion Protects, Drager, Fireblast Global, Alpine Metal Tech, and Symtech Fire, LLC. Their finding was that Symtech is the only company that can fulfill all of their identified needs, which include:

- Full-size SUV fire training prop with extrication capabilities & expendable components.
- Full-size 250 gallon LP tank fire simulator.
- Independent vapor and liquid fuel lines.
- Ionization pilot proofing.
- Props on casters to provide for scenario reconfiguration.

Fire/EMS recommends contracting with Symtech to provide the fire props. Symtech will provide and install the props, and provide training on each one. Their technology is fully compliant with the National Fire Protection Association (NFPA) 1402 Standard on Facilities for Fire Training and Associated Props.

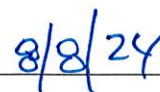
The county has not contracted with Symtech in the past, so a Contractor Performance Evaluation is not available. Staff held a virtual meeting with Symtech on 5/17/2024, and were impressed with their products. Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2445-A: Outdoor Fire Training Props	
<b>Contractor</b>	Symtec Fire, LLC	
<b>Contract Amount</b>	\$85,088.00	
<b>Budget:</b>		
Fund	327	2023 SPLOST
Org Code	32730550	Fire SPLOST
Object	521316	Other Improvements
Project	P23AA	Fire/EMS Training Center Phase II
Available	\$1,570,639.55	As of 8/7/2024

Approved by: \_\_\_\_\_



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



August 1, 2024

To: Chief Hill

From: Scott Roberts, Asst. Chief Administration

Re: Findings of Fire Prop Vendor Review

After carefully reviewing additional information provided on Alpine Metals, Fire Blast, and Draeger, Symtech remains the recommended vendor for the SUV car fire prop with extrication capabilities, as well as the LP tank fire simulator. While we found there are vendors who provide some of the specifics we are requiring, Symtech is the only company who can fulfill all the specifics of:

- Full size SUV fire training prop with extrication capabilities with expendable components.
- Full size 250 Gallon LP tank fire simulator
- Independent Vapor and Liquid fuel lines
- Ionization pilot proofing
- Props on casters to provide for scenario reconfiguration
- Exceptional service record

Based on these findings and the sole-source justification document provided by Symtech, I am recommending we move forward with the purchasing process of Symtech props.



Scott Roberts

Asst. Chief - Administration







**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
www.fayettecountyga.gov

To: Steve Rapson  
Through: Ted L. Burgess *TLB*  
From: Sherry White *SW*  
Date: August 1, 2024  
Subject: Contract #2446-S GIS Professional Support

The county uses outside contractors to provide GIS professional assistance and support related to infrastructure, data quality, and data availability regarding Sages data. On July 20, 2022, the county went into contract with Micah Fulcher dba GEOZEN LLC to provide additional GIS support outside of the existing contract with Schneider Geospatial. Schneider Geospatial contract has expired effective June 30, 2024.

Micah Fulcher dba GEOZEN LLC offers a cost-effective solution to the county by providing satisfactory GIS professional services at a consistent rate of \$125.00 per hour. Remaining with the current contractor avoids the high onboarding costs typically associated with hiring new technology experts. The current contractor is already intimately familiar with the nuances of the County's technical infrastructure and culture, ensuring a risk off solution.

The Information Technology Department is pleased with work done by Micah Fulcher as stated in the attached contractor evaluation (Attachment 1).

Specifics of the proposed contract are as follows:

**Contract Name** 2446-S GIS Professional Support  
**Contractor** Micah Fulcher dba GEOZEN LLC  
**Not-to-exceed amount** \$100,000.00 *✓*

**Budget:**  
Fund 100  
Org Code 10010535  
Object 521316  
Project GIS  
Available \$150,000.00 as of 8/1/2024

Approved by: *[Signature]* Date: 8/2/24

Placed on Administrator's Report? Yes No Placed on Agenda Dated: \_\_\_\_\_

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: GEOZEN, LLC	Contract Number: 2144-S
Mailing Address: 2540 Escambia Ave.	Contract Description or Title: GIS Sages Support
City, St, Zip Code: Pensacola, FL 32503	Contract Term (Dates) From: 7/20/2023 To: 6/30/2024
Phone Number: 205-746-1100	Task Order Number:
Cell Number:	Other Reference: <i>2446-S</i>
E-Mail Address: geospatialzen@gmail.com	

### DEFINITIONS

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.


**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

### EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time			X		
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance			X		

### EVALUATED BY

Signature: 	Date of Evaluation: 07/11/2024
Print Name: PHIL FRIEDER	Department/Division: INFORMATION TECHNOLOGY
Title: CIO	Telephone No: 770-305-5406



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
www.fayettecountyga.gov

To: Steve Rapson  
Through: Ted L. Burgess *TJB*  
From: Sherry White *SW*  
Date: August 9, 2024  
Subject: Contract #2449-A: Annual Rock Contract

The Purchasing Department issued Request for Quotes #2449-A: to secure a contractor to provide virgin aggregate. Notice of the opportunity was emailed to nine companies. Another 37 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #74505 (Asphalt, Aggregates). The offer was also advertised through Georgia Local Government Access Marketplace, and the county website.

Four companies submitted quotes (Attachment 1). The lowest quote was \$161,693.75, however due to the unit price increases and restraints of the approved in FY25 budget, the Road Department suggest decreasing the amount of GAB and removed #810 Stone from the award.

The Road Department proposes approving the revised low quote from Heidelberg Materials, totaling \$139,968, to ensure it aligns with the approved FY25 budget as follows:

Rip Rap Type 3	300 Tons	\$10,500 (20% increase cost from FY24)
Revolve Recycled GAB	6,172 Tons	\$117,268 (15%)
#4 Stone	200 Tons	\$6,100 (17%)
#57 Stone	<u>200 Tons</u>	<u>\$6,100 (13%)</u>
PROJECT TOTAL	6,872 Tons	\$139,968.00


The Road Department recommends awarding to Heidelberg Materials Southeast Agg LLC. A Contractor Performance Evaluations is attached (Attachment 2).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2449-A: Annual Rock Contract
<b>Contractor</b>	Heidelberg Materials Southeast Agg LLC
<b>Not-to-exceed amount</b>	\$139,968.00

**Budget:**

<b>ROAD DEPT</b>	<b>Contract Amt.</b>	<b>Org Code-Object-Project</b>	<b>Available Amt.</b>
M&O FY2025 BUDGET	\$110,000.00	10040220-531173	
Crabapple CIP	\$945.00	37240220-541210-234AE	
Solid Waste Pad	\$5,000.00	37540220-541210-254AG	
<b>EMD</b>			
Bridger Point Pipe	\$12,424.00	37540250-541210-194AA	
<b>PARKS &amp; REC</b>			
Booker Gym	\$412.50	37260110-541210-256AI	
B&G Path Realignment	\$1,237.50	37260110-541210-256AK	
Storage Yard Path	\$6,270.00	37260110-541210-246AG	
Football Path	\$2,871.00	37260110-541210-256AJ	
Brooks Pipe	\$825.00	37560110-541210-246AF	
<b>TOTAL</b>	<b>\$139,985.00</b>		

Approved by:  Date: 8/13/20

Placed on Administrator's Report? Yes No      Placed on Agenda Dated: \_\_\_\_\_

Attachment 1

**TALLY SHEET**  
**RFQ 2449-A Annual Rock Contract**  
**Friday, August 2, 2024**

STONE TYPE	UNIT	EST. QUANTITY	ATL Investment Enterprise LLC		Heidelberg Materials Southeast Agg LLC		Definitive Trucking Company, LLC		Green Dream International LLC	
			VIRGIN MATERIAL UNIT PRICE	EXTENDED TOTAL	VIRGIN MATERIAL UNIT PRICE	EXTENDED TOTAL	VIRGIN MATERIAL UNIT PRICE	EXTENDED TOTAL	VIRGIN MATERIAL UNIT PRICE	EXTENDED TOTAL
RIP RAP TYPE 3 GAB	TN	300	\$39.87	\$11,959.80	\$35.00	\$10,500.00	\$47.85	\$14,355.00	\$55.29	\$16,587.00
(GRADED) AGGREGATE RECYCLED GAB	TN	3600	\$29.58	\$106,480.80	\$19.00	\$68,400.00	\$37.40	\$134,640.00	\$34.77	\$125,172.00
#4 STONE	TN	3600	\$27.44	\$98,784.00	\$19.00	\$68,400.00	\$27.50	\$99,000.00	\$37.05	\$133,380.00
#57 STONE	TN	200	\$36.01	\$7,201.60	\$30.50	\$6,100.00	\$40.90	\$8,180.00	\$49.59	\$9,918.00
#810 STONE	TN	200	\$36.01	\$7,201.60	\$30.50	\$6,100.00	\$42.15	\$8,430.00	\$50.73	\$10,146.00
#810 STONE	TN	75	\$41.15	\$3,086.25	\$29.25	\$2,193.75	\$38.90	\$2,917.50	\$56.72	\$4,254.00
<b>TOTAL QUOTE</b>				<b>\$234,714.05</b>		<b>\$161,693.75</b>		<b>\$267,522.50</b>		<b>\$299,457.00</b>

Blue pricing indicated numeric corrections.

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Heidelberg Materials Southeast Agg LLC	Contract Number: 2292-A
Mailing Address: 3237 Satellite Blvd Bldg 300 Ste 210	Contract Description or Title: Annual Stone Contract
City, St, Zip Code: Duluth, GA 30096	Contract Term (Dates) From: 8/1/23 to 6/30/2024
Phone Number: 470-336-8843	Task Order Number:
Cell Number:	Other Reference: 2449-A Annual Rock Contract
E-Mail Address: Tyler.morgan@heidelbergmaterials.com	

### DEFINITIONS

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

### EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work			X		
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution			X		
6. Timeliness and accuracy of invoicing		X			
7. Working relationship / interfacing with county staff and citizens			X		
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

### EVALUATED BY

Signature: <i>By Klinger</i>	Date of Evaluation: 8/8/24
Print Name: <i>Bradley Klinger</i>	Department/Division: ROAD
Title: <i>Asst. Director</i>	Telephone No: 6039



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess *TLB*

From: Sherry White *SW*

Date: August 8, 2024

Subject: Contract #2457-S: Asphalt Rejuvenator

The Road Department is actively seeking alternative and cost-effective methods to maintain the county's roadways. On December 13, 2019, contract #1737-B for Asphalt Rejuvenator was awarded to Pavement Technology, Inc., the only bidder, to apply Reclamite to various county roads. The various roads included Antioch Road, Evans Road, Kenwood Road, Melanie Circle, Melanie Lane, Kite Lake Road, S. Kite Lake Road, Wood Valley Drive and Pine Needle Drive. We are now entering the fifth year since the product was applied, and the difference between the treated and untreated roadways is clearly visible.

D&D Emulsions Inc is a licensed manufacturer of Reclamite for the Tricor Refining, LLC. Pavement Technology, Inc is the sole source applicator and supplier in the state of Georgia.

Pavement Technology, Inc. quoted price of \$1.23 per square yard is inclusive of traffic control, notification of residents and all labor and materials to complete the work. With an estimate of 74,300 square yards the Not To Exceed (NTE) price is quoted at \$91,389.00. Adding asphalt binder viscosity tests and coring at \$3,750.00 brings the contract NTE amount to \$95,139.00 (Attachment 1).

A Contractor Performance Evaluations for the work previously done by Pavement Technologies Inc. is attached (Attachment 2).

The Road Department recommends using Pavement Technology Inc. to apply Reclamite to the following roads for FY2025:

Audubon Lane  
 Bernard Road(Goza to Snead)  
 Little Creek Drive  
 Thornton Drive

Bernard Road  
 Hampton Road  
 Thornton Court  
 Porter Road

Specifics of the proposed contract are as follows:

**Contract Name** #2457-S: Asphalt Rejuvenator  
**Contractor** Pavement Technology, Inc.  
**Contract Amount** \$1.23 per square mile  
**Not to exceed Amt.** \$95,139.00

**Budget:**

Fund 100 General Fund  
Org Code 40220 Road Department  
Object 521316 Technical Services  
Project n/a  
Available 2,383,487.61 as of 8/8/24

Approved by:  Date: 8/8/24

Placed on Administrator's Report? Yes No

Placed on Agenda Dated: \_\_\_\_\_





# Pavement Technology, Inc.

24144 Detroit Rd.  
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895  
Fax: 440-892-0953

August 2, 2024

Mr. Bradley Klinger  
Assistant Director  
Fayette County  
115 McDonough Road  
Fayetteville, GA 30215

Dear Mr. Klinger:

We are pleased to offer our proposal to apply Reclamite® asphalt rejuvenator to the streets listed below.

Street	From	To	Square Yards	Amount
Audubon Ln	Thornton Dr	End	600	\$738.00
Bernhard Rd (one lane)	Goza Rd	Snead Rd	1,400	\$1,722.00
Bernhard Rd	Snead Rd	Redwine Rd	38,800	\$47,724.00
Hampton Rd (one lane)	Antioch Rd	Town Limit sign	2,200	\$2,706.00
Little Creek Dr	CDS	CDS	5,100	\$6,273.00
Thornton Ct	Thornton Dr	CDS	2,200	\$2,706.00
Thornton Dr	Kenwood Rd	CDS	13,000	\$15,990.00
Porter Rd (one lane)	Old Greenville Rd	Hwy 85	11,000	\$13,530.00
<b>Subtotal</b>			<b>74,300</b>	<b>\$91,389.00</b>

Testing (AASHTO T315-05)	Unit	Quantity	List Price	Extended Price
Asphalt Binder Viscosity Tests	Each Set of 2 Cores	3	\$950.00	\$2,850.00
Core Removal	Lump Sum	1.00	\$900.00	\$900.00

**Total** **\$95,139.00**

Our unit price of \$1.23 per square yard is inclusive of traffic control, notification of residents and all labor and material necessary to complete the work. The updated Standard Specifications for Asphalt Surface Preservation with a Maltene Based Asphalt Rejuvenating Agent is being provided.

Actual field measurements will determine final quantities.

Page 2

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,

*Ken Holton*

Ken Holton  
[kholton@pavetechinc.com](mailto:kholton@pavetechinc.com)

**SPECIFICATIONS FOR  
APPLICATION OF ASPHALT REJUVENATING  
AGENT AT VARIOUS STREET LOCATIONS**



**PART I GENERAL**

**1.0 Scope of Work:**

74,300 est.

The Contractor shall furnish all labor, material, and equipment necessary to perform all operations for the application of an asphalt-rejuvenating agent to asphaltic concrete surfaces for a total of 81,265 SY in Fayette County. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and specifications conditions of this contract. Project must be completed by June 30<sup>th</sup>, 2025.

**1.1 Qualifications:**

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. Bidder must submit with their bid a list of five projects on which they applied said rejuvenator. Bidder shall indicate the project dates, number of square yards treated in each and the name and phone number of the person in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

**1.2 Submittals with Bid:**

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change the in asphalt binder viscosity and penetration number.

Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

**1.3 Warranty:**

The Contractor shall provide workmanship and labor warranty for a period of at least 12 month from the date of application.

The material warranty shall be as offered by the manufacturer.

## PART II PRODUCT

### 2.1 Material Specifications:

The asphalt-rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	<u>Test Method</u> ASTM	<u>AASHTO min.</u>	<u>Requirements</u>	
			min.	max
<u>Tests on Emulsion:</u>				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W	D-244 mod.	T-59 mod	60	65
Miscibility Test	D-244 mod.	T-59 mod	No coagulation	
Sieve Test, %W	D-244 mod.	T-59 mod	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance	D-244 mod. GB	T-59 mod GB	-	30
<u>Tests on Residue from Distillation:</u>				
Flash Point, COC O deg	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	-	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
PC/S Ratio	D-2006-70	-	0.5	-
Saturated Hydrocarbons	D-2006-70	-	21	28

#### NOTES:

- 1) For Residue, ASTM D--244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.
- 2) For Miscibility Test, the test procedure is identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solutions shall be used in place of distilled water.
- 3) For Sieve Test, the test procedure is identical with ASTM 0-244 except that distilled water shall be used in place of two percent sodium oleate solution.

2.2 Material Performance:

35%<2yr  
20%>2yr

The rejuvenating agent shall have a record of at least five years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Test data shall be performed on extracted asphalt cement from a pavement to a depth of three eighths of an inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

2.3 Acceptable Material:

TRICOR  
Refining, inc.

RECLAMITE®, manufactured by Golden Bear Oil Specialties, is a product of known quality and accepted performance. Contractor *may* use another product that has been proven to be functionally equivalent. The onus of this proof is on the Contractor; the County's decision in this regard is final.

2.4 Product Standards and Alternates:

The product "Reclamite"® for the asphalt rejuvenating agent as manufactured by Golden Bear Oil Specialties is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits required information with their bid.

- (a) List the proposed alternate on the Bid Sheet form giving the product name and price.
- (b) Furnish complete specifications and descriptive literature for the alternate as well as a one gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the County's requirements for the standard item for which the alternate is offered.
- (c) Submit a current Material Safety Data Sheet for the alternate materials. The alternate will be given consideration by the County. The Contractor may furnish only those alternate items included in his proposal and approved by the County prior to award of a contract.
- (d) If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications.
- (e) Should the ALTERNATE offered be found unacceptable by the County based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

## 2.5 Applicating Equipment:

- A. The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.
- B. Distributor equipment shall include full circulation spray bars; pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.
- C. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.
- D. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or tree lawns.
- E. The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

## PART III EXECUTION

### 3.1 Application Temperature and Weather Limitations:

The temperature of the asphalt rejuvenating emulsion, at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40°F.

### 3.2 Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor, which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

### 3.3 Resident Notification:

The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no less than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

### 3.4 Application of Rejuvenating Agent:

- A. The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.
- B. Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.
- C. Before spreading, the asphalt-rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field-testing.
- D. Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.
- E. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.
- F. After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Engineer.
- G. After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

- H. The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When

### 3.5 Street Sweeping

- A. The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.
- B. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.
- C. If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for re applications and removal of sand.

### 3.6 Traffic Control:

- A. The Contractor shall schedule their operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.
- B. When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt-rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.
- C. The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.
- D. If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

### 3.7 Method of Measurement:

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.



3.8 Basis for Payment:

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent. Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials, mobilization, equipment, labor and incidentals to complete the work as specified and required. All invoices must be received by Fayette County for payment by June 30<sup>th</sup>, 2025.

3.9 ROAD LIST:

- 1.) Audubon Lane – 600 SY - Resurfaced with Asphalt Spring 2024
- 2.) Bernard Road – 38,800 SY – Resurfaced with Asphalt Spring 2024
- 3.) Bernard Road (Goza to Snead) – 1,400 SY (1 lane) – Resurfaced with Asphalt Spring 2024
- 4.) Hampton Road – 2,200 SY (1 lane) - Resurfaced with Asphalt Spring 2024
- 5.) Little Creek Drive – 5,100 SY - Resurfaced with Asphalt Spring 2024
- 6.) Thornton Court – 2,200 SY - Resurfaced with Asphalt Spring 2024
- 7.) Thornton Drive – 13,000 SY - Resurfaced with Asphalt Spring 2024
- 8.) Porter Road – 11,000 SY (1 lane) – Micro Surfaced in Spring of 2022

	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Rejuvenator – Asphalt	SY	63,300		
Rejuvenator – Micro Surfacing	SY	11,000		



270 PARK AVENUE EAST  
P. O. BOX 1706  
MANSFIELD, OH 44901  
ddemulsionsinc@outlook.com  
Phone: 419-522-9440 fax: 419-522-8606

July 18, 2024

Bradley Klinger  
Road Department Assistant Director  
Fayette County  
115 Mc Donough Rd  
Fayetteville, GA 30215

*This is to inform you that Pavement Technology Inc. is our only licensed RECLAMITE® Application Contractor in the state of Ohio, Tennessee, North Carolina, South Carolina, Georgia, Florida, Maryland, Michigan, Pennsylvania, Virginia, and West Virginia. They have served the Florida area since 1972.*

*D & D Emulsions, Inc. is a licensed manufacturer of RECLAMITE® for the Golden Bear Oil Company, now Tricor Refining, LLC serving the Eastern United States.*

A handwritten signature in black ink that reads 'Charles Dawson V.P.' with a horizontal line drawn underneath the signature.

Charles Dawson  
Vice President



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388  
Phone 661.337.9979 – Email: [brettt@tricorrefining.com](mailto:brettt@tricorrefining.com)

July 19, 2024

Bradley Klinger  
**Road Department Assistant Director**  
Fayette County  
115 Mc Donough Rd  
Fayetteville, GA 30215

This letter will confirm that Pavement Technology, Inc. with business address location at 24144 Detroit Road, Westlake, Ohio 44145 is the approved sole source applicator and supplier of Reclamite® asphalt rejuvenator in the State of Georgia. D&D Emulsions, Inc., Mansfield, Ohio is the approved and authorized manufacturer of Reclamite® by Tricor Refining, LLC servicing your market area. Through D&D Emulsions, Inc. Tricor Refining, LLC supplies finished emulsion for application by Pavement Technology, Inc. There is not another source for Reclamite® to be supplied into Georgia.

Tricor Refining, LLC maintains an authorized manufacturing network in North America and through this we supply our approved product applicators. The reason for this is to control the emulsion quality and correct product application in each region. Pavement Technology, Inc. maintains and operates several crews which only apply Reclamite® asphalt rejuvenator.

Please let me know if you need further information or have other questions.

Respectfully,



Brett Towns  
**Tricor Refining, LLC**  
**Specialty Products Sales**  
**Manager**  
Cell: 530-491-8251 [brettt@tricorrefining.com](mailto:brettt@tricorrefining.com)

**FAYETTE COUNTY, GEORGIA  
CONTRACTOR PERFORMANCE EVALUATION**

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Pavement Technology Inc.	Contract Number: 1737-B
Mailing Address: 24144 Detroit Road	Contract Description or Title: Asphalt Rejuvenator for various roads
City, St, Zip Code: Westlake, Ohio 44145	Contract Term (Dates) From: 12/2019 To: 6/30/2019
Phone Number: 800-333-6309	Task Order Number:
Cell Number: 440-892-1895	Other Reference: Contract 2457-S
E-Mail Address: kholton@pavetechinc.com	

**DEFINITIONS**

**OUTSTANDING** - Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

**EVALUATIONS (Place "X" in appropriate box for each criterion.)**

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products			X		
3. Quality of work		X			
4. Adherence to specifications or scope of work			X		
5. Timely, appropriate, & satisfactory problem or complaint resolution					X
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens		X			
8. Service Call (On-Call) response time					X
9. Adherence to contract budget and schedule			X		
10. Other (specify):					
11. Overall evaluation of contractor performance			X		

**EVALUATED BY**

Signature: <i>[Handwritten Signature]</i>	Date of Evaluation: 8/8/24
Print Name: Bradley Klinger	Department/Division: ROAD
Title: Asst. Director	Telephone No: 6039



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson  
 Through: Ted L. Burgess *TJB*  
 From: Sherry White *SW*  
 Date: March 29, 2024  
 Subject: Contract #2184-B Redwine, Bernhard, & S Peachtree Pkwy Roundabout  
 Change Order 1: Unsuitable Soils

On February 9, 2023, the county entered a contract with McLeRoy, Inc. to upgrade the intersection at Redwine Road, Bernhard Road, & Peachtree Parkway from a four-way stop to a roundabout. During excavation an unsuitable material was found beneath the roadway. At the recommendation of the geotechnical engineer, removal of this material and replacing it with Graded Aggregate Base (GAB) are the reasons for this change order. McLeRoy's quote shows a breakdown of the undercut and GAB replacement (Attachment #1).

The project was established with an allowance of \$96,000.00 for any unforeseen circumstances. This change order of \$172,698.69 will deplete the allowance and require an additional \$76,698.69. Water System will reimburse this project \$255,865.00 for the waterline extension along Redwine Road to Stonehaven Loop. Attached is the Internal Reimbursement Request (Attachment #2).

Specifics of the proposed contract renewal are as follows:


**Contract Name** #2184-B Redwine, Bernhard, & S Peachtree Pkwy Roundabout  
**Change Order** Unsuitable Soils  
**Contractor** McLeRoy, Inc.

**Contract Amount**

Original Contract	\$3,070,796.21
Change Order #1	
Unsuitable Soils	\$172,698.69
Project Contingency	(96,000.00)
New Contract Amt.	\$3,147,494.90

**Budget:**

Fund	322	2017SPLOST
Org Code	32240220	ROAD SPLST
Object	541210	OTHER IMP
Project	17TAL	REDWINE, BERNHARD, PT PKWY
Available	\$3,326,661.21	*After Internal Reimbursement Request

Approved by:  Date: 4/3/24

Placed on Administrator's Report? Yes No      Placed on Agenda Dated: \_\_\_\_\_



200 PLAZA DRIVE  
Zebulon, GA 30295

**SINCE 1971**

www.mcleroyinc.com

Phone: 770.567.3514  
info@mcleroyinc.com

### CHANGE ORDER REQUEST #1

PROJECT:	REDWINE RAB
DATE:	12.04.2023
FOR:	FAYETTE COUNTY

**DESCRIPTION OF WORK:**

EXCAVATE AND DISPOSE OF UNSUITABLE SOILS AND REPACE WITH COMPACTED GAB PER DIRECTION FROM ENGINEER AND TESTING COMPANY.

COST FOR UNDERCUT AND GAB						COST FOR GAB ONLY								
L	W	D	CF	CY	TONS GAB	L	W	D	CF	CY	TONS GAB	TONS GAB		
293	8	2	4688	173.63	343.79	125	8	0.5	500	18.52	35.56	36.67		
60.5	14.9	2	1802.9	66.77	132.21	68	14	0.5	476	17.63	33.85	34.91		
30	12	4	1440	53.33	105.60	60	17	0.5	510	18.89	36.27	37.40		
300	12	2	7200	266.67	528.00	127	16	0.25	508	18.81	36.12	37.25		
51	16	2	1632	60.44	119.68	38	17	1	646	23.93	45.94	47.37		
30	5	2	300	11.11	22.00									
396	20.5	2	16236	601.33	1190.64									
9.5	9	2.5	213.75	7.92	15.68									
40	11.5	0.55	253	9.37	18.55									
48	9	0.5	216	8.00	15.84									
<b>TOTALS</b>					<b>1258.58</b>	<b>2491.99</b>	<b>TOTALS</b>					<b>0</b>	<b>187.73</b>	<b>193.60</b>
<b>TOTAL UNDERCUT AND DISPOSAL</b>					<b>1258.58</b>									
<b>TOTAL GAB</b>					<b>2685.59</b>									
<b>UNDERCUT COST (FIRST 750 CY)</b>					<b>750</b>	<b>\$ 7.50</b>	<b>\$ 5,625.00</b>							
<b>UNDERCUT COST (GREATER THAN 750 CY)</b>					<b>508.58</b>	<b>\$ 25.67</b>	<b>\$ 13,055.24</b>							
<b>GAB</b>					<b>2685.59</b>	<b>\$ 57.35</b>	<b>\$ 154,018.45</b>							
<b>TOTAL COST THRU 12.4.2023</b>										<b>\$ 172,698.69</b>				



200 PLAZA DRIVE  
Zebulon, GA 30295

**SINCE 1971**

[www.mcleroyinc.com](http://www.mcleroyinc.com)

Phone: 770.567.3514  
[info@mcleroyinc.com](mailto:info@mcleroyinc.com)

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**TOTAL COST OF THIS CHANGE ORDER: \$ 172,698.69**

**WORK APPROVED BY:**

\_\_\_\_\_  
(printed name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)





**S.P.L.O.S.T.**  
140 Stonewall Avenue West, Ste 203  
Fayetteville, GA 30214  
Phone: 770-305-5410  
www.fayettecountyga.gov

# Internal Reimbursement Request

## 2017 TRANSPORTATION SPLOST

PROJECT NUMBER: 17TAL

PROJECT NAME: Redwine, Bernhard, and Peachtree Parkway Roundabout

DATE OF REQUEST: 3/27/2024

DEPARTMENT PROVIDING SERVICE(S): Fayette County Public Works / 2017 Transportation SPLOST

DEPARTMENT RECEIVING SERVICE(S): Fayette County Water System

AMOUNT TO TRANSFER: **\$ 255,865.00**

FROM ACCOUNT: 507 542540 22WSG

TO ACCOUNT: 322 40220 541210 17TAL

DESCRIPTION: Redwine Road waterline extension from Bernhard Rd/Peachtree Pkwy to Stonehaven Drive per Water System Task Order #51 with Croy Engineering. See attached breakdown for details.

AUTHORIZED SIGNATURE: Courtney Hassenzahl  
PUBLIC WORKS

DATE: 3/27/2024

AUTHORIZED SIGNATURE: \_\_\_\_\_  
WATER SYSTEM

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