



BALDWIN COUNTY CALLED MEETING

Thursday, April 02, 2026

Government Building, Suite 220, 1601 N Columbia St

1:00 PM

AGENDA

CALL TO ORDER

ADMINISTRATIVE / FISCAL MATTERS

1. Terminal Apron Expansion

Resolution R-2026-28 - A resolution authorizing an amended agreement with Holt Consulting Company, LLC to include additional design services for the airport terminal apron expansion - County Manager.

2. Harrisburg Community Center

Resolution R-2026-29 - A resolution authorizing an agreement with L A V Plumbing to plumb the new Harrisburg Community Center - County Manager.

3. Sanitary Sewer Engineering

Resolution R-2026-30 - A resolution authorizing an agreement with Carter and Sloope to provide engineering services for the Sanitary Sewer and Water System Improvements under the 2026 CDBG - County Manager.

EXECUTIVE SESSION

4. Executive Session to discuss personnel matter.

ADJOURNMENT

Baldwin County Board of Commissioners Communication
1601 North Columbia Street, Suite 230, Milledgeville, GA 31061



AGENDA ITEM: Approve Change Order 1 to Holt Consulting Engineering Task for Terminal Apron Expansion

MEETING DATE: March 17, 2026

PREPARED BY: County Manager

RECOMMENDED ACTION: The Holt Consulting change order exceeds \$5,000. This requires board approval. The work is to improve the drainage. Total cost for the change order is \$41,040.00. The grant will cover approximately 76% of the cost. The county's match for the additional design is \$10,670.40. It will be paid by SPLOST over an approximate four month period.

**AMENDMENT NO. 1
TO
WORK AUTHORIZATION NO. 16
BETWEEN
BALDWIN COUNTY
AND
HOLT CONSULTING COMPANY, LLC**

Project Location: Baldwin County Regional Airport Project Number: GA0204-16 Amend. No. 1

Project Name: Terminal Apron Expansion (Additional Design Services)

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated February 18, 2025, between **BALDWIN COUNTY** and **HOLT CONSULTING COMPANY, LLC**.

This **AMENDMENT NO. 1** increases the scope and fee from original **WORK AUTHORIZATION NO. 16** dated June 16, 2023, per Attachment A – Scope of Work.

This **AMENDMENT NO. 1** increases the total value of **WORK AUTHORIZATION NO. 16** to include the additional design services, per Attachment B – Cost Summary, and as follows:

Original Work Authorization Amount:	\$254,748.00
Amendment No. 1 (Add'l Design) Amount:	<u>\$ 41,040.00</u>
New Total Value:	\$295,788.00

Agreed as to scope of services, time schedule, and budget:

For: **BALDWIN COUNTY**



For: **HOLT CONSULTING COMPANY, LLC**

Date: _____

Date: March 9, 2026

Attachments:

- Attachment A: Scope of Work
- Attachment B: Cost Summary
- Attachment C: Subconsultant Fee (KEY Engineering Group, Inc.)

March 9, 2026

Baldwin County Regional Airport | Milledgeville, Georgia

ATTACHMENT A

SCOPE OF WORK (AMENDMENT NO. 1) TERMINAL APRON EXPANSION (ADDITIONAL DESIGN PHASE SERVICES)

Holt Consulting Company will provide Additional Engineering Design Services for the Terminal Apron Expansion Project at Baldwin County Regional Airport.

In 2024, Baldwin County began the process of designing the terminal apron expansion project. After design had begun, unanticipated stormwater issues were discovered with the current drainage network. The only way to remedy these issues is to expand the original design phase services scope to include additional drainage and electrical services.

The engineering design services will consist of the preparation of additional drainage/erosion control design and additional electrical design drawings and specifications necessary to complete the project. The following elements of work will be included:

Element 4: Construction Plans (Additional Drainage and Electrical Design) - this includes additional drainage design for the proposed pond outfall and the ditch through the adjacent property to the lake. It also includes electrical design services for a new vault and beacon. The proposed detention pond requires the existing vault and beacon to be raised to match the terminal building elevation. Due to the age and condition of the existing structures, they cannot be raised or relocated without structural failure; therefore, replacement is required. As an alternative bid, an option could be included to evaluate raising the existing beacon versus demolition and replacement to determine whether a significant cost difference exists.

Element 6: Engineers/Design Report includes additional documentation and narrative for the final report to explain and justify the revised drainage design.

This additional design will be in accordance with the provisions of the FAA Advisory Circular 150/5300-13B dated March 31, 2022. All construction details will conform to FAA or GDOT Specifications and indicate published specification reference. The time of performance for design services to be completed is estimated to be 90 days from the Notice to Proceed.

Deliverables will consist of one (1) set of plans and specifications for each coordination phase to the Owner/GDOT for review and comment. One (1) set of the final plans and specifications and one (1) electronic copy of the final plan set in pdf format will be provided to the Owner/GDOT.

ATTACHMENT B
COST SUMMARY

ELEMENT 1. Project Formulation

Not Applicable to this Work Authorization

ELEMENT 2. Survey

Not Applicable to this Work Authorization

ELEMENT 3. Geotechnical Investigation

Not Applicable to this Work Authorization

ELEMENT 4. Construction Plans

Labor Subtotal	\$17,410.42
Direct Expenses	\$35.57
Subconsultant Subtotal	\$22,154.00
TOTAL	\$39,600.00

ELEMENT 5. Contract Documents

Not Applicable to this Work Authorization

ELEMENT 6. Engineers Estimate/Design Report

Labor Subtotal	\$1,412.65
Direct Expenses	\$27.35
TOTAL	\$1,440.00

ELEMENT 7. DBE Plan

Not Applicable to this Work Authorization

ELEMENT 8. Coordination, Review, and Comments

Not Applicable to this Work Authorization

ELEMENT 9. Bidding Phase Services

Not Applicable to this Work Authorization

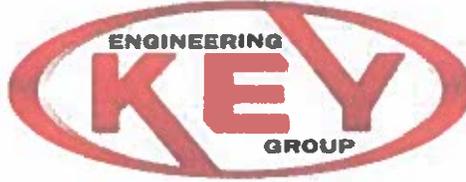
TOTAL AMENDMENT NO. 1:	\$ 41,040.00
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ATTACHMENT B

ELEMENT 4. Construction Plans	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 97.00	\$ 87.00	\$ 77.00	\$ 69.00	\$ 57.00	\$ 68.00	\$ 38.00	\$ 32.00		
STORMWATER MANAGEMENT/DRAINAGE/EROSION CONTROL DESIGN (ADD-ON DRAINAGE EASEMENT)										
Outfall Ditch and Closed Drainage Design				12	26		10		48	\$ 2,890.00
Outfall Ditch Erosion Control				8	8		11		27	\$ 1,428.00
Pre vs. Post Analysis at Proposed Pond Outfall				8	6		6		20	\$ 1,122.00
LABOR TOTAL	0	0	0	28	40	0	27	0	95	\$ 5,238.00
DIRECT LABOR TIMES OVERHEAD RATE OF (202.17%)										\$ 10,589.88
TOTAL LABOR PLUS OVERHEAD										\$ 15,827.88
PROFIT (10%)										\$ 1,582.77
Subtotal										\$ 17,410.43
SUBCONSULTANTS										
KEY Engineering Group (Electrical)	See Attachment C									\$ 22,164.00
Subtotal										\$22,164.00
DIRECT EXPENSES										
Miscellaneous Printing & Shipping										\$ 35.57
Total Direct Expenses										\$ 35.57
TOTAL COST										\$ 39,600.00

ATTACHMENT B

ELEMENT 8. Engineers Estimate/Design Report	Hourly Breakdown								Total Man Hours	Labor Cost
	Principal	Senior Project Manager	Project Manager	Sr. Engineer	Engineer	Designer	CADD Technician	Technical Assistant		
	\$ 87.00	\$ 87.00	\$ 77.00	\$ 89.00	\$ 57.00	\$ 88.00	\$ 38.00	\$ 32.00		
Additional Stormwater Management & Drainage Design			1	2	2			3	8	\$ 425.00
LABOR TOTAL	0	0	1	2	2	0	0	3	8	\$ 425.00
DIRECT LABOR TIMES OVERHEAD RATE OF (202.17%)										\$ 859.23
TOTAL LABOR PLUS OVERHEAD										\$ 1,284.23
PROFIT (10%)										\$ 128.42
SUBTOTAL										\$ 1,412.65
DIRECT EXPENSES										
Miscellaneous Printing & Shipping										\$ 27.35
Total Direct Expenses										\$ 27.35
TOTAL COST										\$ 1,440.00



Rev March 2, 2026

Mr. Bedford Wooten
Holt Consulting Company, LLC

Re: Terminal Apron Expansion – Precast Airfield Lighting Vault
Baldwin County Airport

Dear Mr. Wooten:

In response to your request, we are pleased to provide a scope of services and fees for the above referenced project for your review and approval. We have reduced our original man-hours as per the letter from GDOT dated February 27, 2026.

Scope of Services

KEY Engineering Group, Inc. (KEY) understands that our scope of work for the project includes additional electrical design phase services. KEY shall design a precast airfield lighting vault. KEY shall design the relocation of the existing airfield lighting vault equipment to the new precast airfield lighting vault. KEY shall design a tip down beacon pole with rotating airfield beacon to replace the existing beacon and tower. All site information shall be provided by Holt. One plan review via telephone is included in the design phase. Holt shall provide the front-end documents, front-end drawings, base sheets drawings, FAA coordination, State coordination and Airport coordination. Any task outside the described Scope of Services shall be negotiated separately.

Construction phase services are not included in these fees and can be negotiated separately.

Fee

KEY proposes a lump sum fee of \$22,154 for design phase services.

We thank you for the opportunity to provide a quote for the services specified herein and we look forward to working with you on this project.

Should you have any questions, please do not hesitate to contact me directly at (803) 888-3801.

Sincerely,

Gary H Lott

Gary H Lott, PE
Vice President - Operations

Engineers • Facilities Engineers • Construction Quality Control

Headquarters: 100 Hartsfield Centre Pkwy. | Suite 330 | Atlanta, GA 30354
Voice: 404.883.2176 Fax: 770.987.3371
Satellite office: 121 Executive Center Dr. | Suite 137 | Columbia, SC 29210
www.keyengineeringgroup.com

KEY Engineering Group, Inc.
Terminal Apron Expansion - Precast Airfield Lighting Vault Design
Baldwin County Airport

By: GHL Rev 3-2-26

CLASSIFICATION	ELECTRICAL DESIGN PHASE						TOTALS
	SITE VISIT (0)	GENERAL COORDINATION	CONFERENCE CALL PLAN REVIEW (1)	DESIGN (*)	ELECTRICAL SPECS	ENGINEERS COST ESTIMATE	HOURS
Principal	0	0	0	0	0	0	0
Senior Electrical Engineer	0	2	2	116	4	2	126
Senior Electrical Designer	0	0	0	32	1	1	34
Senior Project Manager	0	0	0	0	0	0	0
Electrical Engineer	0	0	0	0	0	0	0
CAD Technician	0	0	0	0	0	0	0
Resident Engineer	0	0	0	0	0	0	0
	NONE						
Total Hours	0	2	2	148	5	3	160
Task Cost	\$0	\$299	\$299	\$20,464	\$696	\$397	\$22,154
DIRECT COSTS							
Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lodging	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Per Diem	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Shipping	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	NONE	NONE	NONE	NONE	NONE	NONE	
	\$0	\$0	\$0	\$0	\$0	\$0	
						Subtotal:	\$0

Lump Sum Design Fee	\$22,154
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KEY Scope of Work:

Design electrical specifications, quantities, and drawings for the following:

Design a precast airfield lighting vault, relocate the existing vault equipment and replace the existing beacon with a tip down beacon.

Work NOT included in these fees:

Any work not specifically listed shall be considered out of scope work and shall be negotiated separately.

(*) See page 2 for the estimated manhour breakdown table

**Terminal Apron Expansion - Precast Airfield Lighting Vault Design
Baldwin County Airport**

**ESTIMATED MANHOURLY BREAKDOWN
FOR ELECTRICAL DESIGN**

ESTIMATED DESIGN TASK	EST DWGS	PRINCIPAL	SENIOR ENGINEER	SENIOR DESIGNER	SENIOR PROJECT MGR	ELECTRICAL ENGINEER	CAD TECHNICIAN	TECHNICAL ASSISTANT	TASK TOTAL
Vault Equipment General Notes Plan	1	0	2	0	0	0	0	0	2
Vault & Beacon Demolition Plan	1	0	8	1	0	0	0	0	9
Vault & Beacon Layout Plan	1	0	8	1	0	0	0	0	9
Precast Airfield Lighting Vault Details	4	0	74	20	0	0	0	0	94
Tip Down Beacon Details	1	0	8	1	0	0	0	0	9
Calculations	---	0	8	1	0	0	0	0	9
Quality Control Plan Review	---	0	8	8	0	0	0	0	16
TOTALS	8	0	116	32	0	0	0	0	148

RESOLUTION 2026-28

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE AGREEMENT WITH HOLT CONSULTING COMPANY, LLC TO INCLUDE ADDITIONAL DESIGN SERVICES FOR THE TERMINAL APRON EXPANSION

WHEREAS, the Baldwin County Board of commissioners entered into an agreement with Holt Consulting Company, LLC to design and engineer the expansion of the terminal apron; and,

WHEREAS, When Holt Consulting Company, LLC began the process of designing the terminal apron expansion project they discovered unanticipated storm water issues with the current drainage network creating the need to expand the original design scope; and,

WHEREAS, the amended agreement will include the preparation of additional drainage and erosion control designs for a proposed detention pond, the pond outfall, and a ditch through the adjacent property to the lake; and

WHEREAS, the amended agreement includes electrical design for a new vault and beacon, raising the elevation of the vault and beacon to the level of the proposed detention pond and terminal building; and,

WHEREAS, the aforementioned Agreement Holt Consulting Company., LLC is hereby attached and by reference duly incorporated and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of an Agreement.** The Board of Commissioners hereby authorizes an agreement with Holt Consulting Company, LLC amending the original agreement to include additional design and engineering contract for additional design services for the terminal apron expansion.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the agreement with Holt Consulting Company, LLC.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2nd day of April, 2026.

BALDWIN COUNTY, GEORGIA

Kendrick Butts, Chairman
Baldwin County Board of Commission

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia

RESOLUTION 2026-29
 RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
 L A V PLUMBING TO PLUMB THE NEW HARRISBURG COMMUNITY CENTER

WHEREAS, The Baldwin County Board of Commissioners have built a new community Center in the Harrisburg Community; and

WHEREAS, L A V Plumbing has been selected to plumb the new community center; and,

WHEREAS, the agreement with L A V Plumbing is hereby attached and by reference duly incorporated and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of an Agreement.** The Board of Commissioners hereby authorizes an agreement with L A V Plumbing to plumb the Harrisburg Community Center.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the agreement with L A V Plumbing.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2nd day of April, 2026.

BALDWIN COUNTY, GEORGIA

 Kendrick Butts, Chairman
 Baldwin County Board of Commission

ATTEST:

 Bo Danuser, County Clerk
 Baldwin County, Georgia

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made as of the 7th day of April in the year 2026.
BETWEEN

The Owner:

The Contractor

Baldwin County Board of Commissioners
1601 N Columbia St, Ste. 230
Milledgeville, Georgia 31061

LAV Plumbing
2941 N Columbia St
Milledgeville, Georgia 31061

The Project is: Harrisburg New Community Center Plumbing

The Owner and Contractor agree as follows:

ARTICLE 1

1.1 The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the signed bid form as follows.

ARTICLE 2

2.1 The date of commencement is the date of November 15, 2025, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

2.2 The Contractor shall achieve Substantial Completion of the entire work no later than 10/31/2026 subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 3

3.1 The owner shall pay the Contractor in current funds for the Contractor's performance of the Contract Sum of: \$48,000.00.

ARTICLE 4

PROGRESS PAYMENTS

4.1 Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents:

4.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

4.1.2 Provided that an Application for Payment is received by the Owner not later than the 25th day of a month, the Owner shall make payment to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Owner after the application date

fixed above, payment shall be made by the Owner not later than 30 days after the Owner receives the Application for Payment.

4.1.3 Application for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

4.1.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take the portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included.

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the owner, suitably stored off the site at a location agreed upon in writing);

3. Subtract the aggregate of previous payments made by the Owner.

4. Subtract amounts, if any, for which the Owner has withheld or nullified a Certificate for Payment.

ARTICLE 5

5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the Work has been completed and the Contract fully performed.

ARTICLE 6

ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement, Bid Documents including Scope of Work, and other documents listed here. Except for Modifications issued after execution of this Agreement, the documents are enumerated as follows:

6.1.1 The Agreement is this executed Abbreviated Form of Agreement between Owner and Contractor.

6.1.2 See attached "Exhibit A" Submitted Bid Documents including Scope of Work and "Exhibit B" Federally Required Contract Clauses.

6.1.3 The Owner's representative:

Carlos Tobar, County Manager
1601 N Columbia St, Suite 230
Milledgeville, GA 31061
Phone: 478-363-1976
Email: ctobar@baldwincountyga.com

6.1.4 The Contractor's representative:

Luciano Villareal, Owner
LAV Plumbing
2941 N Columbia St
Milledgeville, Georgia 31061
Email: lavplumbing@gmail.com
Phone: 478-414-7791

OWNER

CONTRACTOR

This Agreement, entered into as of the day and year first written above.

Kendrick Butts, Chairman

(Printed Name and Title

(Signature)

Luciano Villareal

(Printed Name and Title

(Signature)

ATTEST:

Bo Danuser
Baldwin County Clerk

DATE ADOPTED _____

[SEAL]

EXHIBIT A

INVITATION TO BID

- A-01.** Notice is hereby given that Baldwin County will accept competitive bids for the Baldwin County Harrisburg Park New Community Center Plumbing work.
- A-02.** Each bid must be submitted on the prescribed Bid Form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the certification (reference Bid Form) must be fully completed and executed when submitted.
- A-03.** Such bids as received prior to **12:00 P.M. on Friday, November 21, 2025** will be opened and read aloud at **12:01 P.M. on November 21, 2025** in the Baldwin County offices, 1601 N. Columbia Street, Suite 230, Milledgeville, GA, 31061. All mailed or hand delivered bids must be received by Baldwin County at the Baldwin County offices, prior to that date and time. Bidder retains full responsibility for assuring that bids are received prior to the time stated for bid opening. Electronic submissions are allowed.
- A-04.** Bid documents will be available on November 14, 2025 and are available at no charge and may be obtained from County Manager Carlos Tobar at ctobar@baldwincountyga.com.
- A-05.** The owner reserves the right to reject any or all bids and to waive technicalities and irregularities.
- A-06.** All bids submitted in response to this Invitation to Bid shall be made in general accordance with the applicable provisions of Georgia Law.
- A-07.** All expenses for preparing and submitting bids are the sole cost of the party submitting the bid. Baldwin County is not obligated to any party to reimburse such expenses. All submittals, upon receipt, become the property of the Baldwin County. Labeling information provided in submittals as “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the bid documents will remain confidential until final award.
- A-08.** During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

HARRISBURG PARK COMMUNITY CENTER

PLUMBING WORK SPECIFICATIONS

1. GENERAL REQUIREMENTS

- a. Contractor to coordinate with Owner on utility locations.
- b. Contractor to install all under slab plumbing utilities.
- c. Please follow instructions on pages P-001, P101, P-102 of construction plans except for d and e below.
- d. Please substitute all water supply lines with PEX piping.
- e. County to supply all fixtures and appliances.

BID FORM
HARRISBURG PARK NEW COMMUNITY CENTER ELECTRICAL, PLUMBING

BIDDER'S NAME AND ADDRESS:

Luciano Villarreal
2941 N Columbia St
Milledgeville, GA, 31061

TO: BALDWIN COUNTY BOARD OF COMMISSIONERS
THE UNDERSIGNED HAVING EXAMINED THE PLANS AND SPECIFICATIONS FOR
PLUMBING AND EXAMINED THE CONDITIONS AFFECTING THE WORK, HEREBY
PROPOSES AND AGREES TO FURNISH ALL LABOR AND MATERIALS AND TO
PERFORM THE OPERATIONS NECESSARY TO COMPLETE THE WORK AS REQUIRED
BY SAID INVITATION FOR BID, FOR ALL OF THE WORK IDENTIFIED AS TOTAL
LUMP SUM QUOTE FOR ALL ITEMS AS SPECIFIED FOR THE STIPULATED SUM OF:

_____ Dollars (\$ 48,000)

SIGNATURE OF BIDDER 

2941 North Columbia Street
Milledgeville, Georgia 31061
(478) 414-7791
lavplumbing@gmail.com



Plumbing

AMENDED PROPOSAL

Attention: Carlos Tobar, Baldwin County, Milledgeville, GA
Harrisburg Park Community Center, 237 Harrisburg Rd SW, Milledgeville, GA
Scope of work: Rough in and set out of a new construction

Men's Restroom:

- 2-W/C
- 2-LAV
- 2-FD

Women's Restroom:

- 2-W/C
- 2-LAV
- 2-FD

Assembly Area:

- 1-FD
- 1-Drink Vending Machine
- 1-Water Cooler
- 2-Wall Hydrants

Storage:

- 1-FD
- 1-WH
- 1-HD

Kitchen:

- 1-Wall Mount Hand Sink
- 1-Ice Machine
- 1-(3) compartment sink
- 1-FD

Note:

- *Fixtures provided by other
- *Water & sewer to terminate 3' out of building
- *Drain of PVC DWV

Rough In & Set Out of Uponor PEX.....\$48,000.00

***2" Water main T.B.D.**

***Grease trap T.B.D.**

Terms:

- 40% due upon completion of slab rough plumbing
- 40% due upon completion of top out rough plumbing
- 20% due upon completion of set out of fixtures
- Any change orders from original plans and proposal will be billed accordingly
- Proposal valid for 15 days from November 11, 2025
- Upon signing proposal document becomes a binding contract

Signature: _____ Date: _____

EXHIBIT B

FEDERAL PROCUREMENT SUPPLEMENTAL CLAUSES

The following clauses shall apply to any Purchase Orders/Contracts issued under a declaration of emergency and/or where federal funds apply. **All clauses as of March 23, 2026 shall apply unless stated below, due to threshold.**

NOTICE TO CONTRACTOR REGARDING FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.317 through 200.327.

CONTRACTOR, further referred to as CONTRACTOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
- (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the BunningBereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264

FEDERAL CLAUSES

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the CONTRACTOR agrees as follows:

1.1.1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

1.1.2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

1.1.3. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

1.1.4. The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.1.5. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

1.1.8. The CONTRACTOR will include the provisions of paragraphs 1.1.1 through 1.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24,

1965, so that such provisions will be binding upon each SUBCONTRACTOR. The CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR as a result of such direction, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

2.1. The CONTRACTOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONTRACTOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

2.2. CONTRACTOR shall provide when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.3. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

2.4. CONTRACTOR agrees to provide Baldwin County or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

2.5. CONTRACTOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.

2.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONTRACTOR and at the expense of the County.

3. COUNTY LOGO AND LIKENESS:

3.1. The CONTRACTOR shall not use the county logo, or likenesses of County officials without specific County preapproval. The CONTRACTOR shall include this provision in any subcontracts.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

4.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:

5.1. This is an acknowledgment that COUNTY financial assistance will be used to fund all or a portion of the contract. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, COUNTY policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

6.1. The Federal Government is not a party to this solicitation and/or contract and is not subject to any obligations or liabilities to the non- Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Solicitation.

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:

7.1. The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR actions pertaining to this solicitation and/or contract.

8. SUBCONTRACTS:

8.1. The selected firm must require compliance with all federal requirements of all SUBCONTRACTORS performing work for Prime CONTRACTOR under this Agreement, by including these federal requirements in all contracts with SUBCONTRACTOR.

9. CONFLICT OF INTEREST:

9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONTRACTOR or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to

provides an internet-based means of verifying the employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.

10.2. SUBCONTRACTOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to SUBCONTRACTOR.

10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT:

11.1. CONTRACTOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

12.1. If subcontracts are to be let, the prime CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322):

13.1. As appropriate and to the greatest extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of

goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

13.1.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

13.1.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES

(2 C.F.R. § 200.216):

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE (for projects greater than \$10,000):

15.1. The County, by written notice to the CONTRACTOR, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County’s best interest to do so. In the event of termination, the CONTRACTOR will not incur any new obligations for the terminated portion of the Agreement after the CONTRACTOR has received notification of termination.

15.2. If the Agreement is terminated before performance is completed, the CONTRACTOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONTRACTOR.

16. CHANGES:

16.1 Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or

constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same is in writing and signed by both the CONTRACTOR and the County.

17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS:

17.1. The CONTRACTOR grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including preparing derivative works, distributing copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONTRACTOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONTRACTOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.”

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS:

18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR’s Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONTRACTOR anticipates exceeding either of these NTE values, they should contact CAS for a change order. If a CONTRACTOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT (for projects greater than \$25,000):

19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR’s, its

principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

19.3. This certification is a material representation of fact relied upon by the awarded CONTRACTOR. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Baldwin County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

20. RECOVERED MATERIALS (for projects greater than \$10,000):

20.1. In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

20.2. Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/> The list of EPA- designated items is available at <http://www.epa.gov/cpg/products/htm>

20.3. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

21. REMEDIES (for projects greater than Simplified Acquisition Threshold - \$250,000):

21.1. In the event the CONTRACTOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONTRACTOR and upon the CONTRACTOR'S failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

21.1.1. Withhold or suspend the payment of all or any part of a payment request.

21.1.2. Require that the CONTRACTOR refund to the County any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

21.1.3. Exercise any corrective or remedial actions, including but not limited to:

21.1.4. Requesting additional information from the CONTRACTOR to determine the reasons for or the extent of non-compliance or lack of performance;

21.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

21.1.6. Advising the CONTRACTOR to suspend, discontinue or refrain from incurring costs for any activities in question; or

21.1.7. Requiring the CONTRACTOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

22. OTHER REMEDIES AND RIGHTS:

22.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONTRACTOR, it will not affect, extend, or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONTRACTOR.

22.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the County and the CONTRACTOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Georgia law. If such a dispute is in state court, the venue shall be in Baldwin County, GA.

23. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).: (for projects greater than \$100,000):

23.1 (a) Standard Workweek.—The wages of every laborer and mechanic employed by any contractor or subcontractor in the performance of work on a contract described in section 3701 of this title shall be computed on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permitted subject to this section. For each workweek in which the laborer or mechanic is so employed, wages include compensation, at a rate not less than one and one-half times the basic rate of pay, for all hours worked in excess of 40 hours in the workweek.

(b) Contract Requirements. A contract described in section 3701 of this title, and any obligation of the Federal Government, a territory of the United States, or the District of Columbia in connection with that contract, must provide that:

(1) a contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and

(2) when a violation of clause (1) occurs, the contractor and any subcontractor responsible for the violation are liable:

(A) to the affected employee for the employee's unpaid wages; and

(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

(c) Liquidated Damages.—Liquidated damages under subsection (b)(2)(B) shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

(d) Amounts Withheld To Satisfy Liabilities.—Subject to section 3703 of this title, the governmental agency for which the contract work is done or which is providing financial assistance for the work may withhold, or have withheld, from money payable because of work performed by a contractor or subcontractor, amounts administratively determined to be necessary to satisfy the liabilities of the contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

23.2. Report of violations and withholding of amounts for unpaid wages and liquidated damages

(a) Reports of Inspectors.—An officer or individual designated as an inspector of the work to be performed under a contract described in section 3701 of this title, or to aid in the enforcement or fulfillment of the contract, on observation or after investigation immediately shall report to the proper officer of the Federal Government, a territory of the United States, or the District of Columbia all violations of this chapter occurring in the performance of the work, together with the name of each laborer or mechanic who was required or permitted to work in violation of this chapter and the day the violation occurred.

(b) Withholding Amounts:

(1) Determining amount: The amount of unpaid wages and liquidated damages owing under this chapter shall be determined administratively.

(2) Amount directed to be withheld: The officer or individual whose duty it is to approve the payment of money by the Government, territory, or District of Columbia in connection with the performance of the contract work shall direct the amount of:

(A) liquidated damages to be withheld for the use and benefit of the Government, territory, or District; and

(B) unpaid wages to be withheld for the use and benefit of the laborers and mechanics who were not compensated as required under this chapter.

(3) Payment: The Secretary of Labor shall pay the amount administratively determined to be due directly to the laborers and mechanics from amounts withheld on account of underpayments of wages if the amount withheld is adequate. If the amount withheld is not adequate, the Secretary of Labor shall pay an equitable proportion of the amount due.

(c) Right of Action and Intervention Against Contractors and Sureties.—If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this chapter, the laborers and mechanics, in the case of a department or agency of the Government, have the same right of action and intervention against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(d) Review Process.—

(1) Time limit for appeal.—Within 60 days after an amount is withheld as liquidated damages, any contractor or subcontractor aggrieved by the withholding may appeal to the head of the agency of the Government or territory for which the contract work is done or which is providing financial assistance for the work, or to the Mayor of the District of Columbia in the case of liquidated damages withheld for the use and benefit of the District.

(2) Review by agency head or mayor.—The agency head or Mayor may review the administrative determination of liquidated damages. The agency head or Mayor may issue a final order affirming the determination or may recommend to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the contractor or subcontractor be relieved of liability for the liquidated damages, if it is found that the amount is incorrect or that the contractor or subcontractor violated this chapter inadvertently, notwithstanding the exercise of due care by the contractor or subcontractor and the agents of the contractor or subcontractor.

(3) Review by secretary: The Secretary shall review all pertinent facts in the matter and may conduct any investigation the Secretary considers necessary in order to affirm or reject the recommendation. The decision of the Secretary is final.

(4) Judicial action: A contractor or subcontractor aggrieved by a final order for the withholding of liquidated damages may file a claim in the United States Court of Federal

Claims within 60 days after the final order. A final order of the agency head, Mayor, or Secretary is conclusive with respect to findings of fact if supported by substantial evidence.

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

24. CLEAN AIR ACT (for projects greater than \$150,000):

24.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

24.2. The contractor agrees to report each violation to the COUNTY and the Regional Office of the Environmental Protection Agency and understands and agrees that the COUNTY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, and the appropriate Environmental Protection Agency Regional Office.

24.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by COUNTY.

25. FEDERAL WATER POLLUTION CONTROL ACT:

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

25.2. The contractor agrees to report each violation to the COUNTY and the Regional Office of the Environmental Protection Agency and understands and agrees that the COUNTY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, and the appropriate Environmental Protection Agency Regional Office.

25.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by COUNTY.

26. BYRD ANTI-LOBBYING AMENDMENT (for projects greater than \$100,000):

26.1. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying

with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

27.1. If the Federal award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and Baldwin County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. FLY AMERICA REQUIREMENTS:

28.1. The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

29. AMERICANS WITH DISABILITIES ACT (ADA):

29.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

30. CARGO PREFERENCE:

30.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

30.2. Use of United States – Flag Vessels:

30.3. The CONTRACTOR agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels.

30.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)

30.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

31. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS:

31.1. CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. ENERGY CONSERVATION:

32.1. CONTRACTOR agrees to comply with The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. 28 C.F.R. § 66.36(i)(13). B. The Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by Homeland Security. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

33. DAVIS-BACON ACT:

(1) Minimum wages

(i) Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is

attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding

(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the County may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) Records and certified payrolls

(i) Basic record requirements —

(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in

writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements —

(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring

government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance. Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity

(i) Apprentices

(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio. The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio

permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity. The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) Contract Work Hours and Safety Standards Act (CWHSSA). The Agency Head must cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1) through (5) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by paragraph (a) of this section or 29 CFR 4.6. As used in this paragraph (b), the terms “laborers and mechanics” include watchpersons and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages

(i) Withholding process. The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its reprocurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

(c) CWHSSA required records clause. In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain

regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) Incorporation of contract clauses and wage determinations by reference. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) Incorporation by operation of law. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

RESOLUTION 2026-30

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CARTER AND SLOOPE, INC. TO PROVIDE THE PRELIMINARY ENGINEERING SERVICES FOR THE SANITARY SEWER AND WATER SYSTEM IMPROVEMENTS ASSOCIATED WITH THE 2026 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, Baldwin County has applied for the FY 2026 Community Development Block Grant which has a sanitary sewer upgrade component; and

WHEREAS, the Baldwin County Board of Commissioners retain the services of Carter and Sloope, Inc. a consulting engineering firm that provides consistent and insightful water and sewer system engineering services across all platforms of Baldwin County's water distribution system; and,

WHEREAS, Carter and Sloope, Inc. has submitted a Letter of Proposal outlining the scope of services for providing the preliminary engineering and assistance with the FY 2026 CDBG funding application, engineering design, permitting, bidding assistance and construction phase services required by the 2026 CDBG application; and,

WHEREAS, the aforementioned Proposal/Scope of Services Letter is hereby attached and by reference duly incorporated and made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Baldwin County, Georgia, and it hereby resolved by authority of the same, as follows:

1. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
2. **Authorization of Proposal/Scope of Services Letter.** The Board of Commissioners hereby accepts the Proposal/Scope of Services Letter from Carter and Sloope, Inc. providing preliminary engineering and assistance with the FY 2026 CDBG application.
3. **Authorization of Chairman.** The Board of Commissioners hereby authorizes the Chairman of the Baldwin County Board of Commissioners to sign any documentation or take any other action necessary or reasonably required to carry out, give effect to, and consummate the application and administration of the agreement with Carter and Sloope, Inc.
4. **Severability.** In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
5. **Repeal of Conflicting Resolutions.** Any and all resolutions in conflict with this Resolution this day passed be and they are hereby repealed.
6. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

SO RESOLVED, this 2nd day of April, 2026.

BALDWIN COUNTY, GEORGIA

Kendrick Butts, Chairman
Baldwin County Board of Commission

ATTEST:

Bo Danuser, County Clerk
Baldwin County, Georgia



Carter & Sloop
CONSULTING ENGINEERS

March 23, 2026

Mr. Carlos Tobar
County Manager
Baldwin County Board of Commissioners
1601 N. Columbia Street
Suite 230
Milledgeville, GA 31061

RE: Baldwin County, Georgia
FY 2026 Community Development Block Grant Application
Sanitary Sewer System Improvements
C&S Project No.: B1000.075

Dear Mr. Tobar:

Carter & Sloop, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project **Sanitary Sewer and/or Water System Improvements** to provide engineering services to the Baldwin County Board of Commissioners (Owner) for preliminary engineering and assistance with their FY 2026 CDBG funding application, engineering design, permitting, bidding assistance, and construction phase services for the proposed project. The scope of services described below is based on discussions and meetings with Owner's personnel, the grant administrator (Allen-Smith Consulting), and our understanding of the project.

Scope of Work (Basic Services)

1. Preliminary Engineering

C&S will assist the County in its application for funding to the Georgia Department of Community Affairs (DCA), Community Development Block Grant (CDBG) by writing a Preliminary Engineering Report (PER) that will convey the existing conditions, proposed improvements and preliminary opinion of probable project costs for the County's FY 2026 application. The PER will be prepared in accordance with standard engineering practice, however, it will be based largely on information of a conceptual nature and its intent will be to convey the feasibility and technical issues associated with design and construction of the proposed improvements as well as engineering cost estimating. The PER will contain the following sections:

1. Executive Summary.
2. Introduction, which will present the background of the project and scope of work.
3. Location map showing the target area.
4. Existing Utility Conditions in the target area.
5. Alternative and Recommended Improvement in the target area.

6. Engineer's Opinion of Probable Project Costs of the proposed improvements in the target area.
7. Project Planning associated with implementing the proposed improvements in the target area including, but not limited to, zoning issues, slope issues, soil erosion and sediment control, hazards and nuisances, energy consumption, noise pollution, air quality, soil waste, storm water, sanitary sewerage, water supply, transportation systems, water resources, flood plains, wetlands, unique natural features, and wild life and vegetation issues.
8. Conclusions and Recommendations.

2. Engineering Design

The Engineer will not proceed with any of the Scope of Work described in Tasks 2 through 7 unless the project is funded by the Department of Community Affairs – Community Development Block Grant Program (DCA-CDBG) and this agreement is executed by the Baldwin County Board of Commissioners.

Carter & Sloope, Inc. will furnish a 2-person survey crew to survey the project areas. Surveying will include linear surveying to locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to these types of requests. We have found that local knowledge from Owner's personnel is extremely valuable so we will work closely with the Owner in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities unless requested by the Owner as an additional service.

Once the surveying is complete, we will prepare preliminary design documents (60% complete) for the proposed water system improvements. We will meet with Owner's personnel to present the preliminary design for review. We will address any comments the Owner has with the preliminary design and then prepare and furnish detailed construction Drawings and Specifications in a 16 division format (90% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will review Owner's comments and recommendations and incorporate needed changes in the final design (100% complete) documents, which will include detailed construction plans and technical specifications.

Contemporaneous with presentation of each design, Carter & Sloope will provide the Owner with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

Carter & Sloope, Inc. will also provide the Owner with two (2) full-size sets of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

3. Permitting Assistance

After the final design documents are approved by the Owner, Carter & Sloope will, with reasonable promptness, provide technical criteria, written descriptions, and design data to assist Owner in obtaining permits required for the project with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the

necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. C&S will assist the Owner in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. *Land Disturbing Permit Application* to the Local Issuing Authority, if applicable;
- b. *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Sewer Construction Projects (GAR 100002)*;
- c. *Notice of Intent* to the authorized District EPD office;
- d. *Drinking Water Project Submittal and/or Sanitary Sewer Extension Submittal* to Georgia Department of Natural Resources, Environmental Protection Division (EPD);
- e. *Utilities Facility Encroachment* (as necessary) to GDOT through the Georgia Utilities Permitting System (GUPS);

Note that we will provide information to the Contractor to submit the NPDES Permit Application (GAR 100002) and the Notice of Intent to EPD through the GEOS system.

4. Bidding

C&S will assist the Owner in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Owner will pay all necessary advertising fees. We will provide the Owner with one (1) set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Owner and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. We do not believe a pre-bid conference is necessary for this type of project so we have excluded that from our scope of work; however, one can be added as an Additional Service if requested by the Owner.

C&S will attend and manage the Bid Opening, review bids and prepare a certified Bid Tabulation. We will provide a Letter of Recommendation to the Owner regarding award of the contract as appropriate and assist in assembling and awarding contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Owner for their review and approval.

5. Construction Contract Administration

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Owner’s representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. *Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI’s) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer’s Scope of Services; however, if the Contractor’s request for information, clarification, or interpretation are, in the Engineer’s professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer’s time spent responding to such request provided the Engineer notify Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner’s contract with the Contractor.
- c. *Change Order:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- d. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer’s judgment, are necessary to enable the Contractor to proceed.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules:* Review and determine the acceptability schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor’s schedule or work progress, we cannot develop and control the construction schedule beyond establishing

the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.

- g. *Substitutes and "or equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings*: C&S will attend progress meetings that will be hosted by the Owner at their office on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
- i. *Applications for Payments*: Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- j. *Record Drawings*: We will prepare and furnish the Owner one (1) set of reproducible and one (1) electronic copy in Adobe PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.

- k. *Contractor's Completion Documents:* Receive from the Contractor and transmit to the Owner operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. *Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Owner and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons, therefore. If, after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Owner. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. *Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Owner and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Owner in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.
- o. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or

furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

6. Construction Observation

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Owner and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Owner informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Owner and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. *Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at a construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees that the Contractor shall be solely responsible for jobsite safety and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.

- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Owner that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Owner and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

7. Easement Sketches

Carter & Sloope, Inc. will prepare easement plats, if needed, for temporary and/or permanent easements. We do not know exactly how many easements will be needed because the preliminary and/or final layout of the proposed utility has not been completed; however, we anticipate some easements will be required. We will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

8. BABA Requirements

All requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, shall be complied with if applicable to the infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Fee Basis

We propose to complete our work for Basic Services described herein for Task 1 for the lump sum amount listed below. Task 2 through 6 will be completed for the percent of construction fees listed below. Tasks 7 will be completed as needed on an hourly basis in accordance with our Hourly Fee Schedule. No work will be performed for any task other than Task 1 without prior written authorization from the Owner to proceed. No lump sum or hourly fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering Report - Actual Charge to Baldwin County BOC	\$0.00
2,3,4,5,6	Engineering Design, Permitting, Bidding, Contract Administration, and Construction Review	\$107,100
7	Easement Plats, <i>if needed</i>	Hourly
*Note that the estimated value of the Preliminary Engineering Report services is <u>\$7,000</u> but is not being charged.		

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer’s services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Owner and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner’s schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications or other related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer’s control.
- b. Services required as a result of Owner providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer’s Sub-Consultants, if any, for other than Basic Services.
- d. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- e. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- f. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

- h. Providing Construction Phase services beyond the construction Contract Times, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration as well as actual time for deposition, trial testimony or arbitration will be charged at hourly rate multiplied by 1.5.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Geotechnical consulting not specifically included in our scope of work;
- n. Archeological and Historical Preservation consulting;
- o. Delineating wetlands or flood plain determinations.
- p. U.S. Army Corps of Engineering Permitting;
- q. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and providing other special field surveys not specifically detailed in the Basic Services.
- r. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. not specifically included in our Scope of Work;
- s. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- t. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- u. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- v. All building and permit fees and building inspection fees

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal I-IV	\$190.00 - \$255.00/Hour
Senior Professional Engineer I-VI	\$165.00 - \$255.00/Hour
Project Engineer I-VI	\$105.00 - \$155.00/Hour
Staff Engineer I-II	\$95.00 - \$105.00/Hour
Project Manager I-IX	\$130.00 - \$210.00/Hour
Design Technician I-V	\$80.00 - \$120.00/Hour
CADD Drafter I-II	\$60.00 - \$70.00/Hour
Construction Observer I-VII	\$75.00 - \$145.00/Hour
Administrative Support Staff I-V	\$60.00 - \$100.00/Hour
Registered Land Surveyor	\$105.00/Hour

Mr. Carlos Tobar
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2-Person Survey Team	\$165.00/Hour
GIS Technician	\$80.00/Hour
Funding Specialist I-IV	\$75.00 - \$140.00/Hour
Engineering Technician I-VI	\$125.00 - \$175.00/Hour
Sub-Consultants (if required)	Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2026 and we will provide the Owner with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged direct without mark-up.

Once approved, Carter & Sloope can begin work on this project immediately. After review of the above, please contact me if you have any questions or need additional information. I would welcome the opportunity to further discuss our fee schedule and/or scope of services. If the Scope of Services is acceptable to you, please sign, date, and return one (1) copy to us for our files.

If you have any questions or need any additional information, please call us.

Sincerely,



Matt Smith, P.E.

MS/sl

cc: Mr. Tyler Gregory, Allen-Smith Consulting

Owner Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in Task 1 only of this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client / Owner hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Owner within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Owner fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. **Collection Costs:** If the Owner fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Owner, the Owner agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Owner to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. **Set-offs, Backcharges, Discounts:** Payment of invoices shall not be subject to any discounts or set-offs by the Owner unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. **Disputed Invoices:** If the Owner objects to any portion of an invoice, the Owner shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Owner on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. **Legislative Action:** If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Owner may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Owner agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Owner or others regarding such issues. Upon payment in full by the Owner, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. **Termination:** In the event of termination of this Agreement by either party, the Owner shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Owner shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. **For Cause:** Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Owner, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Owner subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Owner on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
- B. **For Convenience:** Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. **Changes.** The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Owner elects to reduce the Engineer's Scope of Services, the Owner hereby agrees to the extent allowed by law, to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Owner and the Engineer, shall be incorporated in written amendments to this Contract.
5. **Personnel:** The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Owner. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
6. **Reports and Information.** The Engineer, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words "certify" and/or "certification" shall mean an expression of the Engineering Consultant's professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Owner.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care. Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Owner may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Owner agrees not to distribute, publish or otherwise disseminate Engineer's documents without first obtaining Engineer's prior written consent. The Owner may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Owner acquires ownership of Documents prepared by Engineer, Owner agrees: 1.) that any subsequent reuse or modification of them by Owner or any party obtaining them through Owner will be at Owner's sole risk and without liability to engineer, and 2.) Owner will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Owner or any party obtaining them through Owner. Owner agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Owner. Signed paper prints of documents constitute the contract deliverables. Owner assumes the risk that E-Data may differ from the paper deliverable. Owner agrees to indemnify and hold harmless Engineer from and against Owner, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Owner or the Engineer. Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Owner's benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Owner agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent. No third-party may rely upon Engineer's documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Owner and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Owner and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Owner shall make no request of the Engineer that, in the Engineer's reasonable opinion, would be contrary to the Engineer's professional responsibilities to protect the public. The Owner shall take all actions and render all reports required of the Owner in a timely manner. Should the Owner fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Owner agrees that the Engineer has the right to exercise

its professional judgment in reporting to appropriate public officials or taking other necessary action. The Owner agrees to take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Owner agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Specification of Materials. The Owner understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Owner agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Owner shall waive all claims as a result thereof against the Engineer. The Owner further agrees that if the Owner directs the Engineer to specify any product or material after the Engineer has informed the Owner that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Owner waives all claims as a result thereof against the Engineer, and the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
16. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Owner's or others' use in developing firm budgets or financial models, or making investment decisions. Owner agrees that any opinion of cost is still merely an estimate.
17. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Owner and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Owner and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Owner's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Owner and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
18. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$4,000,000 on "b" & "c" |

Owner agrees to require all third parties engaged by or through Owner in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

19. Indemnification.

- A. Indemnification of Owner: Subject to the provisions and limitations of this Agreement, Engineer agrees to

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indemnify and hold harmless Owner, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.

- B. **Indemnification of Engineer:** To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Owner agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Owner, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Owner expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, to the extent allowed by law, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
20. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Engineer and Owner caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Owner and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Owner and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Owner both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
21. **Severability.** This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

Community Development Block Grant – Terms and Conditions

Termination of Contract for Cause (Provision for Remedies). If, through any cause, the ENGINEER shall fail to fulfill in timely manner and proper manner any material obligations under this Contract, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Contract, the RECIPIENT shall thereupon give written notice to the ENGINEER of such failure, violation or breach. If the ENGINEER has not or cannot remedy such failure, violation or breach within ten (10) days of the giving of such notice by the RECIPIENT, the RECIPIENT shall thereupon have the right to terminate this Contract by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, photographs and reports prepared by the ENGINEER under this Contract shall, at the option of the RECIPIENT become its property and the ENGINEER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Equal Employment Opportunity. During the performance of this Contract, the ENGINEER agrees as follows:

- a. The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- b. The ENGINEER will, in all solicitation or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will received consideration for employment without regard to race, creed, color, sex, and national origin.
- c. The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standards commercial supplies or raw materials.
- d. The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- e. The ENGINEER will furnish all information and reports required by Executive Order 11246, of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the compliance with such rules, regulations and orders.
- f. In the event of the ENGINEER's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The ENGINEER will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- (a) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirement of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project. Failure to fulfill these requirements shall subject the applicant or OWNER, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Georgia Energy Code. The ENGINEER does hereby acknowledge and agree that the provisions of the Georgia Energy Code will be considered and included, where applicable.

Architectural Barriers. The ENGINEER hereby acknowledges and agrees that provisions of State and Federal law pertaining to Architectural Barriers will be considered and included, where applicable.