(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

Effingham County Georgia
Board of Commissioners

May 17, 2022 – 5:00 PM

Effingham County Administrative Complex
Meeting Chambers
804 South Laurel Street, Springfield GA 31329

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

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

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Virtual Meeting Information:

Zoom Link:
https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwdmN2VW9NWUR5OHduQT09

Phone Number: **1-929-436-2866**

Meeting ID: **987 1521 9287**

Access Code: **901128**

I. **Call to Order**

II. **Roll Call**

III. **Invocation**

IV. **Pledge to the American Flag**

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

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

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

VIII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website

IX. Consent Agenda

1. **[2022-261 Grant Award]**

   Consideration to approve to ratify and affirm submittal of a Grant Application to Schwab Charitable Brent Yates Fund and accept the Grant Award in the amount of $4,250.00.

2. **[2022-262 Grant Award]**

   Consideration to approve to ratify and affirm submittal of a Grant Application to Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant and accept the Grant Award in the amount of $11,978.80

3. **[2022-263 Contract]**

   Consideration to approve renewal of pre-event Contract with CERES Environmental for Disaster Debris Removal

4. **[2022-264 Agreement]**

   Consideration to approve a Clinical Services Agreement between Effingham County Prison and Effingham County Hospital

5. **[2022-265 Contract]**

   Consideration to approve renewal of Contracts for Otis Elevators for service at the Administration Complex located at 802 and 804 S. Laurel Street

6. **[2022-266 Agreement]**

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

7. **[2022-267 Appointment]** *Stephanie Johnson*

   Consideration to approve the reappoint Shaundese Duncan and David Atkins to the Coastal Workforce Development Board (CWDB)

X. Old Business

1. **[2022- 268 Public Hearing]** *Eric Larson*

   2nd Public Hearing for the abandonment of Lacey Trowell Road and approval of the Certificate of Abandonment

XI. New Business

1. **[2022-269 Resolution]** *Stephanie Johnson*

   Consideration to approve Resolution# 022-025 recognizing Abercorn Baptist Church's 200th anniversary

2. **[2022-270 Final Plat]** *Teresa Concannon*

   Consideration to approve a Final Plat for Savannah Gateway Industrial Hub Area 2, located off of McCall Road, consisting of 7 lots. Map# 450F Parcel# 21 in the Second District

3. **[2022-271 Final Plat]** *Teresa Concannon*

   Consideration to approve a Final Plat for Early Street Subdivision, consisting of 5 lots. Map# 388 Parcel# 4 in the Fourth District

4. **[2022-272 Quote]** *Alison Bruton*

   Consideration to approve a Quote from Enterprise Fleet Management for vehicle purchase

5. **[2022-273 Contract]** *Alison Bruton*

   Consideration to approve renewal of a pre-event Contract with Thompson Consulting for disaster debris monitoring & financial recovery services

6. **[2022-274 Contract]** *Alison Bruton*

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

7. **[2022-275 Change Order]** *Alison Bruton*

   Consideration to approve Change Order #4 with APAC-Atlantic, Inc. for the Blue Jay/McCall Road Intersection Improvements

8. **[2022-276 Agreement]** *Eric Larson*

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

9. **[2022-277 Change Order]** *Eric Larson*

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

10. **[2022-278 Contract]** *Eric Larson*

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

11. **[2022-279 Contract]** *Eric Larson*

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

12. **[2022-280 Deed]** *Eric Larson*

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

13. **[2022-281 Contract]** *Eric Larson*

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

14. **[2022-282 Task Order]** *Eric Larson*

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

15. **[2022-283 Contract]** *Tim Callanan*

    Consideration to move all UGA Extension Office personnel off the County payroll and onto a contract with the University of Georgia

16. **[2022-284 Resolution]** *Tim Callanan*

    Consideration to approve Resolution# 022-026 to impose a moratorium on R-3 and R-6 zoning districts until August 16, 2022

17. **[2022- 285 Meeting]** *Stephanie Johnson*

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

XII. Reports from Commissioners & Administrative Staff

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

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

XV. Adjournment

Staff Report

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

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

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

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

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

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

Other Alternatives:
N/A

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

Funding Source:
No cost share requirement

Attachments:
Schwab Charitable Brent Yates Fund Award Letter and Information

Sharon Simmons

Subject: FW: EXTERNAL:Donation Recommendation: Effingham County Board of Commissioners | Grant ID 5611506

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

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

To Whom It May Concern,

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

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

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

All the best,

Sincerely,

Megan Buxbaum
Giving Specialist, Operations | Schwab Charitable

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

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

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SCHWAB CHARITABLE®

Brent Yates Fund

MB 01 000829 55474 H 5 C
EFFINGHAM COUNTY BOARD OF COMMISSIONERS
GIFT PROCESSING
C/O MARK BARNES
804 S LAUREL ST
SPRINGFIELD, GA 31329

April 20, 2022

GRANT NOTIFICATION We are pleased to notify Effingham County Board of Commissioners of a grant in the amount of $4,250.00 sent via wire transfer on 04/19/2022, on behalf of Brent Yates Fund at Schwab Charitable™.

000829 1/1

Grant Amount	$4,250.00
Acknowledgment	Brent Yates Fund
Address	You may acknowledge the donor(s) at: 95 N Riverview St Unit 613 Dublin, OH 43017-0050
Grant Designation	This grant is for Effingham Fire and Rescue.

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

NOTE TO THE CHARITY:

- **By accepting this grant, your organization certifies to Schwab Charitable that:**
  - No donor or individual related to the donor will receive any goods, services or other more than incidental private benefits. Examples may include but are not limited to: If the grant is for an event or gala, it does not pay for tickets or any goods purchased at auction. If the grant is for a membership, the membership must be considered 100% tax deductible. If the grant is to support missionary work, your organization will have full control and discretion regarding its use and application. If the grant is for a scholarship, the donor does not have control over the distribution of funds. If the grant is to a school or educational fund, it does not pay for the tuition of the donor or any related individual nor for preferential tickets, seating or access to events.
  - The grant will not be used to fulfill a pre-existing legally binding pledge.
  - If grantee is a government entity, the grant funds can be used solely for public purposes as that term is used in Section 170(c)(1) of the Internal Revenue Code.
- Your organization should not provide the donor a tax receipt for this grant, as Schwab Charitable has already provided the donor with a tax receipt at the time of contribution. Please do not send thank you notes or marketing materials to Schwab Charitable.
- Grants and account names are recommendations of the donor and do not reflect the views of Schwab Charitable, Charles Schwab & Co. Inc. or any of its affiliates.

Schwab Charitable is the name used for the combined programs and services of Schwab Charitable Fund, an independent nonprofit organization. Schwab Charitable Fund is recognized as a tax-exempt public charity as defined in Internal Revenue Code ("IRC") Sections 501(c)(3), 509(a)(1), and 170(b)(1)(A)(vi). Schwab Charitable Fund has entered into service agreements with certain affiliates of The Charles Schwab Corporation.

RECEIVED
APR 26 2022
EFFINGHAM COUNTY
BOARD OF COMMISSIONERS

©2022 Schwab Charitable Fund. All rights reserved. SGC82456-03 (1019-9TU8) 00237678 #5611506

7200 8465278
EFFINGHAM CNTY BD OF COMMISSIONERS
601 N LAUREL STREET
SPRINGFIELD, GA 31329

We have completed this wire transfer request. Your TRUIST acct has been credited for the net amount shown below.

****

TRN DATE	20220419	TRN NUM	00010142
AMOUNT	4,250.00	ACCOUNT # DDA -	[redacted]2750
REFERENCE #	0001712615201		
DATE	04/19/2022		
TIME	10:58:04		
BENEFICIARY	EFFINGHAM CNTY BD OF COMMISSIONERS		
ORIGINATOR TO BENE INFO	SCHWAB CHARITABLE FUND		
ORIGINATOR	SCHWAB CHARITABLE FUND		
ORIGINATING BANK NAME	CHARLES SCHWAB AND CO., INC.		
ORIGINATING BANK #	CSCHUS6SWTS		
ORIGINATING BANK INFORMATION	/REC/SCHWAB CHARITABLE FUND		

****

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

RECEIVED
APR 25 2022

Sharon Simmons

From: Mark Barnes
Sent: Friday, April 1, 2022 2:09 PM
To: 'Buxbaum, Megan'
Subject: RE: EXTERNAL:Donation Recommendation: Effingham County Board of Commissioners | Grant ID 5611506
Attachments: 2022_04_01_14_07_01.pdf; W-9 Effingham BOC - signed 3-11-22.pdf

Good afternoon,

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

Thank you,

Mark W. Barnes
Finance Director
Finance Office

Effingham County Board of Commissioners
804 S. Laurel Street | Springfield, Georgia 31329

O (912) 754 8011 | F (912) 754 6097
mbarnes@effinghamcounty.org | www.effinghamcounty.org

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

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

To Whom It May Concern,

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

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

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

All the best,

Sincerely,

Megan Buxbaum
Giving Specialist, Operations | Schwab Charitable

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

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

Grant Eligibility Application for Government Entities

SCHWAB CHARITABLE®

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

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

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

Questions or need assistance?

Giving Specialist: _____

Email: _____

Phone: 1-800-746-6216 **ext.** _____

Please reference Grant ID: _____

1. Organization Information

Effingham County Board of Commissioners	58-6000821
Organization Legal Name	**Federal Employer Identification Number (FEIN)**

Effingham Fire & Rescue

Other names by which donors can search for your organization

2. Contact Information

804 S Laurel St

Physical Address of Business Office *(P.O. box not acceptable)*

Springfield	GA	31329
City	**State or Province**	**Zip or Postal Code**

Grant Mailing Address *(if different from above)*

City	**State or Province**	**Zip or Postal Code**

(912)754-8011	(912)754-6097
Primary Telephone Number	**Fax Number**
finance@effinghamcounty.org	www.effinghamcounty.org
General Email Address	**Web Address**

mbarnes@effinghamcounty.org

Alternate email for specific grant-related questions

3. Responses Required

A. Return this application with a copy of any letter from the Internal Revenue Service describing your organization's status for federal tax purposes.

B. Is your organization any of the following? *(Check all that apply.)*

- ☐ State government (including the District of Columbia, Puerto Rico, the Virgin Islands, and interstate instrumentalities)
- ☑ Local government and subdivisions
- ☐ Indian tribal governments
- ☐ Instrumentalities

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(0821-1G68) MKT94445-04 (08/21)

C. Does your organization have any of the following governmental powers? *(Check all that apply.)*

☑ The power to levy any tax

☑ The power of eminent domain

☑ Police power over any area

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

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

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

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

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

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

A tax-exempt organization that does not file a required annual return or notice for three consecutive years **automatically loses** its tax-exempt status.

By completing and returning this Grant Eligibility Application, I certify that:

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

× Mark W. Barnes — 4-1-22

Signature (Please sign in blue or black ink.) — **Today's Date** *(mm/dd/yyyy)*

Mark W. Barnes — Finance Director

Print Name — **Title**

5. Delivery Instructions

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

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

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

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(0821-1G68) MKT94445-04 (08/21)

Staff Report

Subject: Georgia Trauma Commission EMS Trauma Related Equipment Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 5/17/22
Item Description: Consideration for ECBOC to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, Georgia Trauma Commission (GTC) EMS Trauma Related Equipment Grant.

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

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

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

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

Background:
1. The grant award amount is $11,978.80.
2. This is a reimbursement grant.

3. There is no cost share requirement.
4. The deadline date was April 30, 2022.

Alternatives for Commission to Consider:

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

Recommended Alternative:

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

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County EMS

Funding Source:

No cost share requirement

Attachments:

EMS Trauma Related Equipment Grant Application Information and Award Letter

GEORGIA TRAUMA COMMISSION

GEORGIA TRAUMA COMMISSION EMS TRAUMA RELATED EQUIPMENT GRANT APPLICATION FORM			
Name of Grant: AFY 2022 EMS GTCNC EMS Trauma Related Equipment Grant			
Applying Organization Legal Name: Effingham County Bd of Comm.			
Doing Business As "DBA" (if differs from Legal Name): Effingham County EMS			
Mailing Address: 804 S Laurel St			
City: Springfield	**State:** Georgia	**ZIP Code:** 31329	**County:** Effingham
Phone: 912-754-2148	**Fax:** 912-754-8420	**E-mail:** wmcduffie@effinghamcounty.org	
Federal Tax ID Number:	58-6000821		
GA EMS Provider License Number:	051-02		
EMS DIRECTOR OF APPLYING ORGANIZATION			
Name/Title: Wanda McDuffie, Director			
Phone: 912-754-2148	**E-mail:** wmcduffie@effinghamcounty.org		
CONTACT PERSON FOR FURTHER INFORMATION ON APPLICATION (If Different from Contact Person(s) listed above)			
Name/Title:			
Phone:	**E-mail:**		

Please answer each question:

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

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

SIGNATURE:	TITLE:	DATE:
Wanda McDuffie	EMS Director	4/26/2022

This Document is to be completed, printed, signed and submitted as part of the Application Packet. EACH QUESTION MUST BE ANSWERED.

Effingham County EMS
601 N. Laurel Street
Springfield, GA 31329
912-754-2148
Fax 912-754-8420

I am the Director of Effingham County. I, Wanda McDuffie , do affirm the following listed equipment has been purchased and placed in service. I, Wanda McDuffie, agree to the following items listed below:

Item(s) Purchased	Number of Units Purchased	Cost of Each Unit	Total Cost
EZ-IO 25 mm Needle	Four	$550.00	$2200
EZ-IO 45 mm Needle	Four	$550.00	$2200
Toughbook Computer	Four	$639.00	$2556.00
Pedi Mate Plus	Five	$414.99	$2074.95
Infant Sensors	Two	$509.80	$1019.60
Smart Capnoline Plus	Two	$394.74	$789.50
Pedi Sensors	Two	$409.80	$819.60
		Total Cost of All Items Purchased	$11659.65

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

2. Agree that if there is equipment purchased with grant dollars and is to be sold, Georgia Trauma Commission will approve the disposal before the disposal is affected.

    a. Agree that this equipment will not be used as collateral for a loan beyond the amount of local contribution.
    b. Agree that this equipment will remain titled to the original grantee unless permission is obtained from the Georgia Trauma Commission to reallocate this equipment to another 911-zone EMS Agency.

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

4. Applying organization agrees to participate in the Georgia Trauma Commission-sponsored trauma system development activities. Specifically for CY 2022-2023, the organization agrees to participate in its respective EMS Region trauma system plan development; and all Regional Trauma Advisory Committee meetings.

5. Applying organization agrees it is compliant with the Department of Public Health State Office of EMS data submission requirements. The State Office of EMS will determine compliance.

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

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

Wanda McDuffie Date: April 27, 2022
Signature of Affiant

State of Georgia
County of Effingham
Signed and sworn to (or affirmed) before me on April 27, 2022
Date
by Wanda McDuffie,
Printed name(s) of individual(s) making statement
who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
✓ Personally Known or
____ Produced Identification
Type of ID _____

Lara Hoffman
Signature of notary public
Lara Hoffman
(Name of notary, typed, stamped or printed)
Notary Public State of Georgia
My commission expires: 8/12/2022

Stamp/Seal



Wanda McDuffie, Director

Effingham County EMS
601 N.Laurel St.
Springfield, Ga. 31329

Teleflex | Arrow | Hudson RCI | LMA | Rüsch | Urolift | Wick

Order Confirmation Only - Do Not Pay

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

Sold To Party **Account No. 1083214**
Effingham County EMS
285 1st Street Extension
Springfield GA 31329-3557
USA

Ship To Party **Account No 1083214**
Effingham County EMS
285 1st Street Extension
Springfield GA 31329-3557
USA

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

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

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

Freight Terms: Prepaid

Sub-Total	4,400.00
Freight Ground	15.50
Ship Savings	7.75-
Total USD	4,407.75

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

amazon.com

Final Details for Order #114-5436431-0673852

Order Placed: April 22, 2022
PO number : 136-4-22-22-2
Amazon.com order number: 114-5436431-0673852
Order Total: $2,556.00

Shipped on April 22, 2022

Items Ordered	Price
3 of: *Panasonic Toughbook CF-31 MK5, Intel i5-5300U 2.3GHz, 13.1 LED Touchscreen, 8GB, 256GB SSD, Windows 10 Pro, WiFi, Bluetooth, DVD, 4G LTE, Backlit Keyb* Sold by: RuggedBooks (seller profile) Business Price Condition: New	$639.00

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

Shipping Speed:
FREE Shipping

Item(s) Subtotal:	$1,917.00
Shipping & Handling:	$18.58
Free Shipping:	-$18.58
Total before tax:	$1,917.00
Sales Tax:	$0.00
Total for This Shipment:	**$1,917.00**

Shipped on April 26, 2022

Items Ordered	Price
1 of: *Panasonic Toughbook CF-31 MK5, Intel i5-5300U 2.3GHz, 13.1 LED Touchscreen, 8GB, 256GB SSD, Windows 10 Pro, WiFi, Bluetooth, DVD, 4G LTE, Backlit Keyb* Sold by: RuggedBooks (seller profile) Business Price Condition: New	$639.00

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

Shipping Speed:
FREE Shipping

Item(s) Subtotal:	$639.00
Shipping & Handling:	$6.19
Free Shipping:	-$6.19
Total before tax:	$639.00
Sales Tax:	$0.00
Total for This Shipment:	**$639.00**

Payment information

Payment Method:
Visa | Last digits: 8181

Item(s) Subtotal:	$2,556.00
Shipping & Handling:	$24.77

Billing address Chris Reed 601 N LAUREL ST IT DEPT SPRINGFIELD, GA 31329-6816 United States	Promotion applied: -$24.77 --- Total before tax: $2,556.00 **Estimated Tax:** $0.00 --- **Grand Total: $2,556.00**
Credit Card transactions	Visa ending in 8181: April 26, 2022: $639.00 Visa ending in 8181: April 22, 2022: $1,917.00

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

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Bound Tree

Sales Order Confirmation

PHONE: (800) 533-0523
www.boundtree.com

Please Remit To:
BOUND TREE MEDICAL, LLC.
23537 Network Place
Chicago, IL 60673-1235

Order #	103646979
Date	4/21/2022
Page	1 of 1
Entered By	MJOHNSON

TIN# 31-1739487

Bill To: 215896

EFFINGHAM COUNTY EMS
601 N LAUREL ST
SPRINGFIELD, GA 31329-6816

Ship To: SHIP002

EFFINGHAM COUNTY EMS
285 FIRST STREET EXT
SPRINGFIELD, GA 31329-3557

Purchase Order No.	Customer ID	Salesperson ID	Whse	Shipping Method	Payment Terms	Ref #
	215896	D MCCOY	08	NO FRT	NET 30	33417959

Item Number	Description	Ordered	Shipped	B/O	U of M	Unit Price	Ext. Price
3250-11503	Child Transport, Ferno Pedi-Mate Plus, Designed for Children 4.5 to 43.5 kg (10-100 lb)	5	5	0	EA	$414.99	$2,074.95

Note: * Indicates taxable item

Subtotal	$2,074.95
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	0.00
Total	$2,074.

Bound Tree

Sales Order Confirmat

PHONE: (800) 533-0523
www.boundtree.com

Please Remit To:
BOUND TREE MEDICAL, LLC.
23537 Network Place
Chicago, IL 60673-1235

Order #	103649967
Date	4/22/2022
Page	1 of 1
Entered By	MCHAMBERS

TIN# 31-1739487

Bill To: 215896

EFFINGHAM COUNTY EMS
601 N LAUREL ST
SPRINGFIELD, GA 31329-6816

Ship To: SHIP002

EFFINGHAM COUNTY EMS
285 FIRST STREET EXT
SPRINGFIELD, GA 31329-3557

Purchase Order No.	Customer ID	Salesperson ID	Whse	Shipping Method	Payment Terms	Ref #
GRANT 22	215896	D MCCOY	08	NO FRT	NET 30	33418635

Item Number	Description	Ordered	Shipped	B/O	U of M	Unit Price	Ext. Price
2712-41171	Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable 20/bx	2	2	0	BX	$509.80	$1,019.60
691-11996000162E	Cannula, Smart CapnoLine Plus, adult/intermediate, pt greater than 20kg, 255cm tubing length 25ea/bx	2	2	0	BX	$394.75	$789.50
2712-40171	Sensors, Masimo SET M-LNCS, Pedi, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable 20/bx	2	2	0	BX	$409.80	$819.60

Note: * Indicates taxable item

Subtotal	$2,628.70
Misc	$0.00
Tax	$0.00
Freight	$0.00
Trade Discount	0.00
Total	$2,628.

GEORGIA TRAUMA COMMISSION

April 8, 2022

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

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

Attached please find the following documents:

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

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

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

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

Attachment D provided gives a list of EMS agencies and award amounts by Region. This list has been reviewed and confirmed by the Georgia Office of EMS and Trauma. If you see a discrepancy in the amount of 911 ambulances for your agency, please let us know and we will make every effort to adjust that in future grant opportunities.

In an effort to be more efficient and make timely for reimbursements payments to our Grantees, the GTCNC strongly encourages the use of ACH. Our policy mirrors the State Accounting Office policy regarding ACH payments. Please contact us if there are any questions about ACH payments

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

Sincerely,

Elizabeth V. Atkins

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

Ecc: Dennis W. Ashley, MD, FACS
Chairman, Georgia Trauma Care Network Commission

FY 2022 GTC EMS Trauma Equip Grant Award Letter

Final Audit Report 2022-04-08

Created:	2022-04-08
By:	Katie Hamilton (katie@gtcnc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARiwkgGx_j54-8t4-k5DEO5FBuugBaaDu

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

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

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

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

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

Agreement completed.
2022-04-08 - 8:08:26 PM GMT

GEORGIA TRAUMA COMMISSION

EMS Trauma Care Related Equipment Grant

Additional Approved Supplies List:

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

JOINT POLICY STATEMENT

EQUIPMENT FOR GROUND AMBULANCES

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

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

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

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

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

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

PRINCIPLES OF OUT-OF-HOSPITAL CARE

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

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

doi: 10.3109/10903127.2013.851312

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

Equipment and Supplies

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

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

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

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

Required Equipment for BLS Emergency Ground Ambulances

A. Ventilation and Airway Equipment
   1. Portable and fixed suction apparatus with a regulator, per federal specifications
      - Wide-bore tubing, rigid pharyngeal curved suction tip; tonsil and flexible suction catheters, 6F–16F, are commercially available (have one between 6F and 10F and one between 12F and 16F)
   2. Portable oxygen apparatus, capable of metered flow with adequate tubing
   3. Portable and fixed oxygen supply equipment
      - Variable flowmeter
   4. Oxygen administration equipment
      - Adequate-length tubing; transparent mask (adult and child sizes), both non-rebreathing and valveless; nasal cannulas (adult, child)
   5. Bag-valve mask (manual resuscitator)
      - Hand-operated, self-expanding bag; adult (>1000 mL) and child (450–750 mL) sizes, with oxygen reservoir/accumulator, valve (clear, operable in cold weather), and mask (adult, child, infant, and neonate sizes)
   6. Airways
      - Nasopharyngeal (16F–34F; adult and child sizes)
      - Oropharyngeal (sizes 0–5; adult, child, and infant sizes)
   7. Pulse oximeter with pediatric and adult probes
   8. Saline drops and bulb suction for infants

B. Monitoring and Defibrillation

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

C. Immobilization Devices
   1. Cervical collars
      - Rigid for children ages 2 years or older; child and adult sizes (small, medium, large, and other available sizes) OR pediatric and adult adjustable cervical collars
   2. Head immobilization device (not sandbags)
      - Firm padding or commercial device
   3. Upper and lower extremity immobilization devices
      - Joint-above and joint-below fracture (sizes appropriate for adults and children) rigid support, constructed with appropriate material (cardboard, metal, pneumatic, vacuum, wood, or plastic)

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4. Impervious backboards (long, short; radiolucent preferred) and extrication device
   - Short extrication/immobilization device (e.g., KED)
   - Long transport (head-to-feet length) with at least 3 appropriate restraint straps (chin strap alone should not be used for head immobilization) and with padding for children and handholds for moving patients

D. Bandages/Hemorrhage Control

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

E. Communication

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

F. Obstetrical Kit (commercially packaged are available)

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

G. Miscellaneous

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

H. Infection Control*

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

*Latex-free equipment should be available

I. Injury-prevention Equipment

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

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REQUIRED EQUIPMENT: ADVANCED LIFE SUPPORT (ALS) EMERGENCY GROUND AMBULANCES

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

A. Airway and Ventilation Equipment
   1. Laryngoscope handle with extra batteries and bulbs
   2. Laryngoscope blades, sizes:
      a. 0–4, straight (Miller), and
      b. 2–4, curved
   3. Endotracheal tubes (if ALS service scope of practice includes tracheal intubation), sizes:
      a. 2.5, 3.0, 3.5, 4.0, 4.5, 5.0, and 5.5 mm cuffed and/or uncuffed, and
      b. 6.0, 6.5, 7.0, 7.5, and 8.0 mm cuffed (1 each), other sizes optional
   4. 10-mL non-Luer Lock syringes
   5. Stylettes for endotracheal tubes, adult and pediatric
   6. Magill forceps, adult and pediatric
   7. End-tidal CO_2 detection capability (adult and pediatric)
   8. Rescue airway device, such as the ETDLA (esophageal–tracheal double-lumen airway), laryngeal tube, disposable supraglottic airway, or laryngeal mask airway (as approved by local medical direction)

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

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

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

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

OPTIONAL EQUIPMENT

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

A. Optional Equipment for BLS Ground Ambulances
   1. Glucometer or blood glucose test strips (per state protocol and/or local medical control approval)

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

B. Optional Equipment for ALS Emergency Ground Ambulances

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

Optional Medications

A. Optional Medications for BLS Emergency Ambulances

1. Albuterol
2. Epi-pen
3. Oral glucose
4. Nitroglycerin (sublingual tablet or paste)
5. Aspirin

B. Optional Medications for ALS Emergency Ground Ambulances

1. Intubation adjuncts, including neuromuscular blockers

Interfacility Transport

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

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

Extrication Equipment

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

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ATTACHMENT D

AFY 2022 GTCNC EMS Trauma Related Equipment Grant		Round 1		
Total AFY 2022 Equipment Grant Funds		**$ 1,835,156.00**		
Total Amount of Ambulances		**1532**		
Amount per Ambulance		**$ 1,197.88**		
Agency Name	**Region**	**County**	**FY 2022 Ambulance Count**	**FY 2022 GTCNC Award Amount**
Bartow County EMS-Metro Atlanta	1	Bartow	11	$13,176.68
Bartow County Fire	1	Bartow	2	$2,395.76
Catoosa-Puckett EMS	1	Catoosa	6	$7,187.28
Chattooga-Redmond Regional EMS	1	Chattooga	4	$4,791.52
Cherokee County Emergency Services	1	Cherokee	21	$25,155.48
Dade County EMS	1	Dade	5	$5,989.40
Dade-CHI Memorial Hospital EMS	1	Dade	2	$2,395.76
Fannin County Fire and EMS	1	Fannin	7	$8,385.16
Floyd Emergency Medical Services	1	Floyd	21	$25,155.48
Floyd-Redmond Regional EMS	1	Floyd	12	$14,374.56
Gilmer County Fire and EMS	1	Gilmer	6	$7,187.28
Gordon County Ambulance	1	Gordon	9	$10,780.92
Ambucare, LLC	1	Haralson	7	$8,385.16
Murray EMS	1	Murray	7	$8,385.16
Paulding-Metro Atlanta	1	Paulding	11	$13,176.68
Pickens County EMS	1	Pickens	8	$9,583.04
Polk-Redmond Regional EMS	1	Polk	5	$5,989.40
Walker-CHI Memorial Hospital EMS	1	Walker	8	$9,583.04
Walker County EMS	1	Walker	1	$1,197.88
Whitfield-Hamilton EMS	1	Whitfield	13	$15,572.44
Banks County Fire and EMS	2	Banks	7	$8,385.16
Dawson County Emergency Services	2	Dawson	5	$5,989.40
Central Emergency Med Services Inc	2	Dawson	10	$11,978.80
Forsyth County EMS	2	Forsyth	1	$1,197.88
Franklin County EMS	2	Franklin	7	$8,385.16
Habersham County EMS	2	Habersham	11	$13,176.68
Hall County Fire Services	2	Hall	23	$27,551.24
Hart County EMS	2	Hart	8	$9,583.04
Lumpkin County Emergency Services	2	Lumpkin	6	$7,187.28
Rabun County EMS	2	Rabun	7	$8,385.16
Stephens County Emergency Medical Services	2	Stephens	6	$7,187.28
Towns County EMS	2	Towns	5	$5,989.40
Union County EMS	2	Union	7	$8,385.16
White County EMS-Northeast Georgia Physicians Group, INC	2	White	6	$7,187.28
City of Forest Park Fire EMS	3	Clayton	5	$5,989.40
City of Morrow Fire and EMS	3	Clayton	3	$3,593.64
Clayton County Fire and Emergency Services	3	Clayton	21	$25,155.48
Cobb-Metro Atlanta	3	Cobb	38	$45,519.44
Cobb-Puckett EMS	3	Cobb	23	$27,551.24
Dekalb County Fire	3	Dekalb	7	$8,385.16

Dekalb-American Medical Response	3	Dekalb	57	$68,279.16
Douglas County Fire and EMS	3	Douglas	11	$13,176.68
Fulton-American Medical Response	3	Fulton	30	$35,936.40
Fulton-City of Hapeville	3	Fulton	3	$3,593.64
Fulton-Grady EMS	3	Fulton	123	$147,339.24
Piedmont Newton Hospital EMS	3	Fulton	0	$0.00
Newton-National EMS	3	Newton	7	$8,385.16
Atlanta Fire Rescue Department	3	Fulton	6	$7,187.28
Gwinnett County Fire/EMS	3	Gwinnett	49	$58,696.12
Rockdale-National EMS	3	Rockdale	10	$11,978.80
Butts County Fire Department	4	Butts	7	$8,385.16
West Georgia Ambulance Service	4	Carroll	14	$16,770.32
Coweta County EMS	4	Coweta	15	$17,968.20
Fayette County Department of Fire Services	4	Fayette	9	$10,780.92
Peachtree City Fire Department	4	Fayette	6	$7,187.28
Heard County EMA	4	Heard	5	$5,989.40
Henry County Fire Department	4	Henry	20	$23,957.60
Lamar-AmeriPro EMS	4	Lamar	3	$3,593.64
Meriwether County EMS	4	Meriwether	11	$13,176.68
Pike-Veterans Medical Transport	4	Pike	2	$2,395.76
Spalding Regional Medical Center EMS	4	Spalding	9	$10,780.92
Troup-American Medical Response	4	Troup	18	$21,561.84
West Point Fire Department	4	Troup	2	$2,395.76
Upson-AmeriPro EMS	4	Upston	4	$4,791.52
Baldwin-Grady EMS	5	Baldwin	7	$8,385.16
Bibb-Community Ambulance MGAS Holdings, INC	5	Bibb	30	$35,936.40
Bibb-Atrium Helath Navicent EMS	5	Bibb	25	$29,947.00
Bleckley-Heartland EMS	5	Bleckley	12	$14,374.56
Crawford-Community Ambulance MGAS Holdings, INC	5	Crawford	2	$2,395.76
Dodge County EMS	5	Dodge	6	$7,187.28
Hancock-Grady EMS	5	Hancock	3	$3,593.64
Houston County EMS	5	Houston	16	$19,166.08
Jasper County EMS	5	Jasper	3	$3,593.64
Johnson County EMS	5	Johnson	4	$4,791.52
Jones-Atrium Helath Navicent EMS	5	Jones	1	$1,197.88
Laurens County EMS	5	Laurens	12	$14,374.56
Monroe County EMS	5	Monroe	6	$7,187.28
Montgomery-Toombs-Montgomery EMS	5	Montgomery	1	$1,197.88
Peach County	5	Peach	4	$4,791.52
Pulaski-Heartland EMS	5	Pulaski	3	$3,593.64
Putnam County EMS	5	Putnam	5	$5,989.40
Telfair County EMS	5	Telfair	5	$5,989.40
Treutlen-Atrium Health Navicent EMS	5	Treutlen	2	$2,395.76
Twiggs-Atrium Health Navicent EMS	5	Twiggs	1	$1,197.88
Washington County EMS	5	Washington	5	$5,989.40
Wheeler County Ambulance Service	5	Wheeler	3	$3,593.64

Wilcox County EMS	5	Wilcox	4	$4,791.52
Wilkinson-Heartland EMS	5	Wilkinson	3	$3,593.64
Burke County EMA	6	Burke	12	$14,374.56
Columbia-Gold Cross EMS, INC	6	Columbia	6	$7,187.28
Emanuel County EMS	6	Emanuel	5	$5,989.40
Jefferson-Gold Cross EMS, INC	6	Jefferson	3	$3,593.64
Jenkins County Ambulance Service	6	Jenkins	3	$3,593.64
Lincoln County OES	6	Lincoln	3	$3,593.64
McDuffie County EMS	6	McDuffie	6	$7,187.28
Richmond-Gold Cross EMS, INC	6	Richmond	43	$51,508.84
Screven County EMS	6	Screven	4	$4,791.52
Warren County EMS	6	Warren	3	$3,593.64
Wilkes County EMS	6	Wilkes	5	$5,989.40
Chattahoochee-EMS Care Ambulance	7	Chattahoochee	1	$1,197.88
Clay-Grady EMS	7	Clay	1	$1,197.88
Harris County EMS	7	Harris	7	$8,385.16
Macon County EMS	7	Macon	4	$4,791.52
Marion County EMS	7	Marion	3	$3,593.64
Columbus Fire and Emergency Medical Services	7	Muscogee	10	$11,978.80
EMS Care Ambulance	7	Muscogee	10	$11,978.80
Muscogee-Community Ambulance MGAS Holdings, INC	7	Muscogee	14	$16,770.32
Quitman-Grady EMS	7	Quitman	2	$2,395.76
Randolph-Grady EMS	7	Randolph	3	$3,593.64
Schley County EMS	7	Schley	3	$3,593.64
Stewart County EMS	7	Stewart	3	$3,593.64
Talbot County EMS	7	Talbot	3	$3,593.64
Taylor County EMS	7	Taylor	4	$4,791.52
Webster County Fire/EMS	7	Webster	2	$2,395.76
Baker-Grady EMS	8	Baker	2	$2,395.76
Ben Hill County EMS-Grady EMS	8	Ben Hill	4	$4,791.52
Berrien County EMS	8	Berrien	4	$4,791.52
Brooks-Grady EMS	8	Brooks	5	$5,989.40
Calhoun County EMS	8	Calhoun	2	$2,395.76
Colquitt County EMS	8	Colquitt	7	$8,385.16
Cook-Grady EMS	8	Cook	3	$3,593.64
Crisp County EMS	8	Crisp	7	$8,385.16
Decatur-Grady EMS	8	Decatur	5	$5,989.40
Dooly County EMS	8	Dooly	4	$4,791.52
Dougherty County EMS	8	Dougherty	14	$16,770.32
LifeBrite of Early County	8	Early	3	$3,593.64
Echols-South Georgia Medical Center	8	Echols	0	$0.00
Grady County EMS	8	Grady	5	$5,989.40
Irwin County EMS	8	Irwin	4	$4,791.52
Lanier-South Georgia Medical Center	8	Lanier	3	$3,593.64
Lee County EMS	8	Lee	8	$9,583.04
Lowndes-South Georgia Medical Center	8	Lowndes	14	$16,770.32

Colquitt/Miller County Fire/EMS	8	Miller	4	$4,791.52
Mitchell-Grady EMS	8	Mitchell	7	$8,385.16
Seminole-Grady EMS	8	Seminole	4	$4,791.52
Sumter-Gold Star EMS	8	Sumter	5	$5,989.40
Terrell County EMS	8	Terrell	4	$4,791.52
Thomas County EMS	8	Thomas	11	$13,176.68
Tift County Fire and Rescue	8	Tift	8	$9,583.04
Turner County EMS	8	Turner	4	$4,791.52
Worth County-Grady EMS	8	Worth	4	$4,791.52
Appling County EMS	9	Appling	4	$4,791.52
Atkinson County EMS (Okefenokee EMS)	9	Atkinson	2	$2,395.76
Alma Bacon County EMS	9	Bacon	5	$5,989.40
Brantley County EMS	9	Brantley	6	$7,187.28
Bryan County EMS	9	Bryan	14	$16,770.32
Bulloch County EMS	9	Bulloch	9	$10,780.92
Camden County EMS	9	Camden	8	$9,583.04
Candler County EMS	9	Candler	5	$5,989.40
Charlton County EMS	9	Charlton	3	$3,593.64
Chatham-Mercy Ambulance	9	Chatham	45	$53,904.60
Clinch County EMS-Gold Star	9	Clinch	2	$2,395.76
Coffee Regional Medical Center EMS	9	Coffee	7	$8,385.16
Effingham	9	Effingham	10	$11,978.80
Evans County EMS	9	Evans	5	$5,989.40
Glynn County Fire	9	Glynn	10	$11,978.80
Jekyll Island Fire/EMS	9	Glynn	2	$2,395.76
Jeff Davis County EMS	9	Jeff Davis	4	$4,791.52
Liberty Regional EMS	9	Liberty	8	$9,583.04
Excelsior Ambulance	9	Long	6	$7,187.28
McIntosh-Grady EMS	9	Mcintosh	4	$4,791.52
Pierce County EMS-Grady EMS	9	Pierce	4	$4,791.52
Tattnall County EMS	9	Tattnall	6	$7,187.28
Toombs-Toombs-Montgomery EMS	9	Toombs	8	$9,583.04
Ware County EMS	9	Ware	6	$7,187.28
Wayne County EMS	9	Wayne	5	$5,989.40
Barrow County Fire and EMS	10	Barrow	9	$10,780.92
Barrow EMS-Northeast Georgia Physicians Group	10	Barrow	0	$0.00
Clarke-National EMS	10	Clarke	15	$17,968.20
Elbert County EMS	10	Elbert	7	$8,385.16
Greene County EMS	10	Greene	8	$9,583.04
Jackson County EMS	10	Jackson	13	$15,572.44
Madison County EMS	10	Madison	8	$9,583.04
Morgan-National EMS	10	Morgan	4	$4,791.52
Oconee-National EMS	10	Oconee	4	$4,791.52
Oglethorpe County EMS	10	Oglethorpe	3	$3,593.64
Walton County EMS	10	Walton	9	$10,780.92

Staff Report

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

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:

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

Alternatives for Commission to Consider:

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

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

Attachments:
Pre-event Contract

Disaster Debris Removal Services

This document is a pre-event contract.

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

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

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

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

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

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

COMPLIANCE WITH LAWS

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

ANTI-DISCRIMINATION

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

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

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

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

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

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

DAVIS BACON ACT

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

COPELAND "ANTI-KICKBACK" ACT

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

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

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

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

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

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

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

DEBARMENT AND SUSPENSION

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

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

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

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

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

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

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired —

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

CHANGES

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

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

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

DHS SEAL, LOGO AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

By executing this contract, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

AGREEMENT NOT AN EXCLUSIVE FRANCHISE

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

EFFECTIVE DATE: TERM OF CONTRACT

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

LICENSES AND TAXES

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

INDEMNITY

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

IMMUNITY

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

INSURANCE

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

*The limits of insurance are as follows:

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

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

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

D. **Umbrella Policy:** $10,000,000

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

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

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

FEES:.

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

ITEM DESCRIPTION	UNIT PRICE	
REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS. To include limbs and trees placed on ROW under other pay items below.	0-15.9 miles 16.0-30.9 miles 31-60 miles	$7.98/cy $8.18/cy $8.36/cy
DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.		$1.84 /cy
GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County		$2.68 /cy

Contract No. 18-002 (1) – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE	
AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.		$1.28 /cy
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles 16.0-30.9 miles 31-60 miles	$2.75/cy $2.95/cy $3.20/cy
LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY AIR CURTAIN BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles 16.0-30.9 miles 31-60 miles	$3.48/cy $3.64/cy $3.78/cy
REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles 16.0-30.9 miles 31-60 miles	$8.08/cy $8.38/cy $8.58/cy
REDUCTION OF C&D DEBRIS BY GRINDING		$2.44 /cy
REDUCTION OF C&D DEBRIS BY COMPACTION		$0.85/cy
LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING/COMPACTION FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly.	0-15.9 miles 16.0-30.9 miles 31-60 miles	$4.48/cy $4.98/cy $5.48/cy
REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY. County to pay all tipping fees directly. (NON DMS OPTION)	0-15.9 miles 16.0-30.9 miles 31-60 miles	$8.64/cy $8.84/cy $8.98/cy

Contract No. 18-002 (1) – Disaster Debris Removal Services

ITEM DESCRIPTION	UNIT PRICE	
REMOVAL OF HAZARDOUS LIMBS (HANGERS). The Contractor shall remove all hazardous hanging limbs over 2" in diameter and place them on public property or ROW		$88.00/tree
REMOVAL OF HAZARDOUS TREES (LEANERS). The Contractor shall remove all hazardous trees 6" in diameter and greater (measured 54" above ground) and place them on public property or ROW	6" – 12" 12" – 24" 24" – 36" 36" and greater	$20.00/tree $30.00/tree $40.00/tree $50.00/tree
REMOVAL OF HAZARDOUS STUMPS. The Contractor shall remove all hazardous stumps 24" and place them on public property or ROW	24" – 36" 36" – 48" 48" and greater	$75.00/stump $85.00/stump $100.00/stump
REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.		$28.00 /unit
REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.		$34.00 /cy
REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.		$4.89 /lb.

Contract No. 18-002 (1) – Disaster Debris Removal Services

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

ITEM DESCRIPTION	HOURLY RATE
EMERGENCY ROAD CLEARANCE (per item 5.29 of RFP 18-002)	$248.00/per hour (complete)

ADDITIONAL SERVICES PROVIDED AT NO COST:

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

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

C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.

D. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.

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

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

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

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

TERMINATION

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

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

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

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

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

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

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider

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

TRANSFERABILITY OF CONTRACT

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

ADMINISTRATION

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

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

NO AGENCY CREATED

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

CONTRACT DOCUMENTS

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

CONTRACT AMENDMENTS

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

SEPERABILITY OR PROVISION

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

CONSTRUCTION

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

HEADINGS

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

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt
Chairman

ATTEST: _____
Stephanie Johnson
Effingham County Clerk

Date: 10/17/2017

FOR THE CONTRACTOR

BY: _____
Tia Laurie

Title: Director of Administration

Attest: Suzan Dunlop - _____

Date: 11/2/17

Staff Report

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

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

Executive Summary/Background:

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

Alternatives for Commission to Consider

1. Approval of the Clinical Services Agreement between Effingham County and the Effingham Hospital
2. Take no action

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

CLINICAL SERVICES AGREEMENT

This Clinical Services Agreement (this "Agreement") is made effective the 18th day of May, 2021 (the "Effective Date") by and between Effingham Hospital, Inc., a Georgia nonprofit corporation (the "Hospital"), and Effingham County, Georgia, a body corporate and politic (the "County").

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

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

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

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

1. Duties of Hospital.

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

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

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

3. Compensation.

   3.1 In exchange for the Clinical Services provided under this Agreement, the County shall pay the Hospital the then-current Medicaid rate for each Clinical Service provided to an Inmate.

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

4. Duties of County.

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

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

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

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

5. Term and Termination.

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

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

5.3 *Termination for Cause.* Either party may terminate this Agreement upon notice in writing to the other party if the other party materially breaches this Agreement in any manner and such material breach continues for a period of fifteen (15) days after written notice is given to the breaching party specifying the nature of the breach and requesting that it be cured; provided, however, Hospital may terminate

this Agreement immediately upon written notice to County if there are repeated instances of County failing to comply with its duties under Section 4 of this Agreement.

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

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

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

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

9. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10. Notices. All notices related to this Agreement shall be in writing and will be deemed to have been given when delivered personally or at the time sent, if sent by registered or certified United States mail, return receipt requested, postage prepaid, or by federal express or similar delivery service for overnight delivery, and addressed to the other party as follows or at such address as such party from time to time may indicate by written notice to the other party:

If to Hospital:

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

If to County:

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

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

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

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

14. Amendments; Successors and Assigns. This Agreement may be amended, changed, or modified only by written agreement executed and signed by the parties hereto. The terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous oral and written negotiations, agreements, commitments and understandings relating hereto.

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

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

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

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Hospital and County have caused this Agreement to be executed made effective as of the Effective Date.

EFFINGHAM HOSPITAL, INC.

By: _____ 4.13.21

EFFINGHAM COUNTY, GEORGIA

By: _____
Name: Wesley M. Corbitt
Title: Chairman, Effingham County B.O.C.

Staff Report

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

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

Executive Summary/Background:

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

Alternatives for Commission to Consider

1. Approval of the Contract Amendments and terms and conditions therein.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Facilities Maintenance

Funding Source: Building Maintenance Budget

Attachments:

1. Contract and Addendum for 802 S. Laurel Street
2. Contract and Addendum for 804 S. Laurel Street

OTIS

DATE: ~~April 3, 2003~~ June 1, 2007

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

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

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

PROPOSAL NUMBER: TAS0740

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
1	Otis	Hydraulic / Passenger	462987

OTIS MAINTENANCE

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

OTIS MAINTENANCE MANAGEMENT SYSTEM℠

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

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Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

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

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

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

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

RELIABILITY

PARTS INVENTORY

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

MAJOR COMPONENT INVENTORY

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

QUALITY CONTROL

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

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RESPONSIVENESS

24-HOUR DISPATCHING

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

COMMUNICATION

CUSTOMER REPRESENTATIVE

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

REPORTS – e*SERVICE

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

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

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

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

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

FIREFIGHTERS' SERVICE TEST

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

SAFETY TRAINING

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

ENVIRONMENTAL PROTECTION

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

MAINLINE DISCONNECTS

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

SHARED RESPONSIBILITY

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

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

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged.

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

WORK SCHEDULE

NORMAL HOURS

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

OVERTIME

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

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

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

OTIS SERVICE EQUIPMENT

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

OTIS SOFTWARE

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

NON-OTIS SOFTWARE

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

THE UNITS

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

CLARIFICATIONS

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

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to

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alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

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

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

SPECIAL PROVISIONS

Extended Term

Beginning on the Effective Date, the Term of this Contract will be extended as selected below, and we will apply a discount to the net billing amount.

Extended Contract Term	Extended Term Discount	Selection
Ten (10) Years	3%	☐
Fifteen (15) Years	5%	☐
Twenty (20) Years	7%	☐

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

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

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

Otis REM® Maintenance

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

Machine Numbers: ***462987***

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

Depending on the elevator type, we will collect data on the equipment condition including, but not limited to, hydraulic tank oil level, door operation, leveling and whether the operation of a Unit has been interrupted. That

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information will be used to tailor the Otis Maintenance Management System[SM] preventive maintenance program for the Unit(s).

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

Advanced Payment

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

Billing Frequency	Advanced Payment Discount	Check Selection
Semiannual	1%	☐
Annual	4%	☒

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

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

Nonperformance

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

CONTRACT PRICE AND TERM

CONTRACT PRICE

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

PRICE ADJUSTMENT

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

A. Material

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

B. Labor

One Hundred Thirty Five and 00/100 Dollars (**$135.00**) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **01/01/2003** which was **$ 36.664**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

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TERM

The Commencement Date will be ~~4/1/2003~~ 6/1/2003. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) year term.

PAYMENTS

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

The method of payment will be by check.

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

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

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

THE PRICE ADJUSTMENT WILL BE CAPPED AT 5% FOR THE NEXT 5 YEARS

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ACCEPTANCE

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

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

Submitted by: Jack O'Donnell
Jack O'Donnell

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Date: 5-27-2003

Signed: X Michael T. Lee

Print Name: Michael T. Lee

Title: President

E-mail:

OTIS ELEVATOR COMPANY
Approved by Authorized Representative

Date: 6/3/03

Signed:

Print Name: **Joe Dragich**

Title: **General Manager**

Name of Company: **Citizens Bank Of Effingham**

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

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OTIS

Made to move you

CONTRACT ADDENDUM

DATE: 05/29/2020

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

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

Katie Lambert

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

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

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

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

New owner agrees to assume Otis contract and the existing terms and conditions therein.

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

Submitted by:
Title: Account Manager
E-mail:

Accepted in Duplicate

CUSTOMER Approved by Authorized Representative		**Otis Elevator Company** Approved by Authorized Representative	
Date:	07/07/2020	Date:	9-3-2020
Signed:	Wesley M. Corbitt	Signed:	Kate Giovanni
Print Name:	- Wesley M. Corbitt	Print Name:	Kate Giovanni
Title	- Chairman	Title	General Manager
E-mail:	- wcorbitt@effinghamcounty.org		
Name of Company	- Effingham Co. Board of Commissioners		

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent: _____
(Name of Principal or Owner)

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OTIS

LUBRICATE AND SURVEY SERVICE

DATE: May 1, 2008

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

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

Jeffrey M. Park, Account Manager
Phone: 912-201-0461
e- Fax: 860-998-3769

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

PROPOSAL NUMBER: UXJP1017A

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Type of Units	Machine Numbers
One (1)	Otis	Hydraulic	207962

LUBRICATE AND SURVEY SERVICE

We propose to furnish Lubricate and Survey Service on the equipment ("Units") described above. We will provide an annual survey of equipment condition and regular lubrication by a qualified examiner. Lubricate and Survey Service is not a preventive maintenance program.

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Under this Contract, we will service the Units on the following terms and conditions:

COVERAGE

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

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

Visit Frequency
Annually

The visits will consist of lubrication of the following parts when conditions warrant:

- Pumps, pump motors, operating valves, valve motors, and leveling valves.
- Door operators, car door hangers, hoistway door hangers, and interlocks.
- Car rails, and car guide shoes including rollers and gibs.

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

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

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

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

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

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS
Code requires an annual no load test and annual pressure relief valve test. These tests are not included in the Contract. You agree to conduct and pass the annual no load and annual pressure relief valve test on the Units and that this is a material duty. You agree to keep a record of such tests and to provide this record to Otis.

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FIREFIGHTERS' SERVICE TEST
If those elevator Units provided with firefighters' service are required by code to be tested monthly, you assume responsibility for performing and keeping a record of such tests. Otis will conduct a test of firefighters' service during the annual site visit.

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

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

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

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

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

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

OWNERSHIP AND LICENSES

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

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

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

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

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

CLARIFICATIONS

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

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

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

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

LUBRICATE AND SURVEY SERVICE

SPECIAL PROVISIONS

ANNUAL, PRESSURE-RELIEF VALVE, NO-LOAD TEST

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

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

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

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CONTRACT PRICE AND TERM

CONTRACT PRICE

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

PRICE ADJUSTMENT

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

The original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost for the price adjustment month compared with such straight time hourly labor cost on **01/01/2007** which was **$49.567**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be ~~November 1, 2007~~ MAY 1, 2008. The Term of this Contract will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days prior to the end of the then current five (5) years term.

PAYMENTS

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

The method of payment will be by check.

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

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

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

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ACCEPTANCE

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

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

Submitted by: J.M.P.
Jeff Park

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

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

OTIS ELEVATOR COMPANY
Approved by Authorized Representative

Date: 7/14/08
Signed:
Print Name: Mark Belcher
Title: General Manager - South Carolina

☑ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

LUBRICATE AND SURVEY SERVICE

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OTIS

Made to move you

CONTRACT ADDENDUM

DATE: 05/29/2020

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

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

Katie Lambert

EQUIPMENT LOCATION:
HBS OPS CENTER
804 S Laurel St
Springfield, GA 31329

CONTRACT NUMBER: TAS65470 **CONTRACT DATE:** 05/01/2008

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

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

New owner agrees to assume Otis contract and the existing terms and conditions therein.

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CONTRACT ADDENDUM

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

Submitted by:
Title: Account Manager
E-mail:

Accepted in Duplicate

CUSTOMER Approved by Authorized Representative		**Otis Elevator Company** Approved by Authorized Representative	
Date:	07/07/2020	Date:	9-3-2020
Signed:	Wesley M. Corbitt	Signed:	Kate Giovanni
Print Name:	- Wesley M. Corbitt	Print Name:	Kate Giovanni
Title	- Chairman	Title	General Manager
E-mail:	- wcorbitt@effinghamcounty.org		
Name of Company	- Effingham Co. Board of Commissioners		

□ Principal, Owner or Authorized Representative of Principal or Owner

□ Agent: _____
(Name of Principal or Owner)

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Staff Report

Subject: Consideration to renew the rental agreement with Action Pact (formally Concerted Services, Inc.) for space in the Effingham County Annex.
Author: Alison Bruton, Purchasing Agent
Department: Purchasing
Meeting Date: 05-17-2022
Item Description: Consideration to approve the rental agreement with Action Pact for space in the Effingham County Annex.

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

Executive Summary/Background:

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

Alternatives for Commission to Consider:

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing

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

Attachments:
Rental Agreement

STATE OF GEORGIA
EFFINGHAM COUNTY

RENTAL AGREEMENT

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

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

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

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

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

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

2. Rent. Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. Tenant shall pay to Landlord zero DOLLARS ($0) per month and continue to use the Premises for community assistance for residents of Effingham County for the Term of the Agreement.

3. Permitted Uses. It is understood and agreed by the parties that Tenant shall use said premises for its office space within Effingham County for the purposes set forth in Attachment A to this agreement, and for no other purposes without prior written consent of Landlord.

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

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

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

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

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

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

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

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

12. Destruction of the Premises. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence

of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. If the premises are destroyed due to the negligent or willful acts or omissions of Tenant, its directors, officers, employees, agents, invitees, licensees, or guests, Tenant agrees to pay to Landlord a sum equal to the appraised value of the premises immediately preceding their destruction, as reflected by the records of the Board of Tax Assessors of Effingham County.

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

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

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

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

If to Landlord to:

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, Georgia 31329

If to Tenant to:

Action Pact
510 Tebeau Street
Waycross, GA 31501

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

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY

Wesley M. Corbitt — 05/18/2021

Wesley Corbitt, Chairman — Date

ATTEST:

S. Johnson — 05/18/2021

Stephanie Johnson, County Clerk — Date

TENANT

Bryan Singleton — 4/26/2021

Bryan Singleton, Executive Director — Date

Elena Ryals — 4-26-21

Witness — Date

ATTACHMENT A

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

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

Action Pact offers the following services in Effingham County:

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

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

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

Weatherization Services – including stopping major air infiltration, attic insulation, sidewall insulation, smart thermostats, compact fluorescent lamps, sealing and insulating HVAC duct systems and floor insulation.

Amendment No. _1_ to the
Rental Agreement
Executed May 18, 2021
between
Board of Commissioners of Effingham County
and
Action Pact

THIS AMENDMENT NO. **__1__** (the "Amendment") is entered into this ____ day of _____ , 2022 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **Action Pact** with offices at **768 Hwy 119 South, Springfield, GA.**

WHEREAS, THE COUNTY and Action Pact entered into a Rental Agreement dated May 18, 2022 for768 Hwy 119 South, Springfield, GA (as amended, the "Rental Agreement"); and

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

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

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

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

IN WITNESS THEREOF, the parties hereto have caused this Amendment No.**__1___** to be signed by their duly authorized representatives the day and year first written above.

Action Pact	**Effingham County Board of Commissioners**
By: _____	By: _____
Printed Name: _____	Printed Name: Wesley Corbitt_____
Title: _____	Title: Chairman_____
Dated: _____	Dated:_____

Staff Report

Subject: Reappointment of Coastal Workforce Development Board Member
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: May 17, 2022
Item Description: Consideration to approve to reappoint Shaundese Duncan and David Atkins to the Coastal Workforce Development Board

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

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

Alternatives for Commission to Consider:

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

Recommended Alternative:
Approve Alternate 1.

Other Alternatives: N/A

Department Review: Administration

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

Attachments:

1. CWDB Request Letters

7216 Skidaway Road-Suite A
Savannah, GA 31406

COASTAL WORKFORCE DEVELOPMENT BOARD
WORKSOURCE COASTAL
BRYAN • BULLOCH • CAMDEN • CHATHAM • EFFINGHAM
GLYNN • LIBERTY • LONG • McINTOSH • SCREVEN

912-351-6381 (Office)
www.worksourcecoastal.org

May 4, 2022

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

RE: Re-Appointment of Coastal Workforce Development Board Member

Dear Ms. Johnson:

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

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

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

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

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

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

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

- may include representative of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-if-school youth.

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

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

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

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

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

Thank You,

Tiffani Smashum

Tiffani Smashum
Administrative Assistant

7216 Skidaway Road-Suite A
Savannah, GA 31406

COASTAL WORKFORCE DEVELOPMENT BOARD
WORKSOURCE COASTAL
BRYAN • BULLOCH • CAMDEN • CHATHAM • EFFINGHAM
GLYNN • LIBERTY • LONG • McINTOSH • SCREVEN

912-351-6381 (Office)
www.worksourcecoastal.org

May 4, 2022

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

RE: Re-Appointment of Coastal Workforce Development Board Member

Dear Ms. Johnson:

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

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

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

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

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

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

- may include representative of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-if-school youth.

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

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

Thank You,

Tiffani Smashum

Tiffani Smashum
Administrative Assistant

Staff Report

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

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

Executive Summary/Background:

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

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

Recommended Alternative: Alternative 1

Other Alternatives: 2 or 3

Department Review: Engineering

Funding Source: No new funding requested.

Attachments:
1. Petition.
2. Vicinity Map.

State of Georgia
Effingham County

CERTIFICATE OF ABANDONMENT OF LACEY TROWELL ROAD

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

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

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

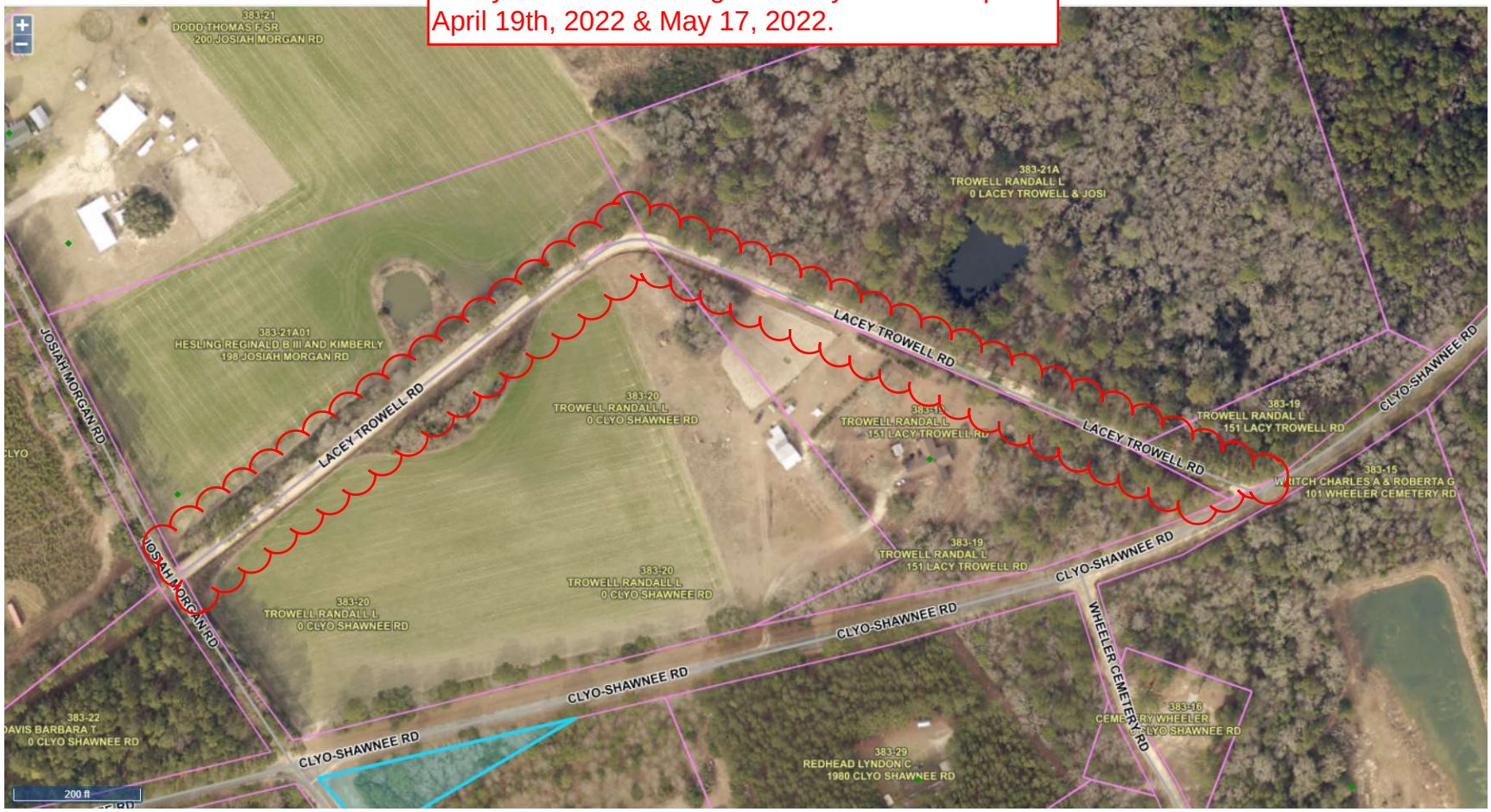
The said Board of Commissioners of Effingham County, Georgia, prior to declaring said road abandoned, determined that said road served no substantial public purpose, and that its abandonment is in the best public interest.

This _____ day of May, 2022

_____
Wesley M. Corbitt
Chairman

ATTEST: _____
Stephanie D. Johnson
County Clerk

Lacey Trowell Road Right-of-Way closure request
April 19th, 2022 & May 17, 2022.



Mr. Tim Callanan, County Administrator

Effingham County Georgia

PETITION TO PERMANENTLY CLOSE LACEY TROWELL ROAD, CLYO, GA

Adjacent Properties:

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

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

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

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

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

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

Thank you for your consideration.

Randal L. Trowell Date 3/29/22

Notary Public

PHYLLIS Q GLISSON NOTARY PUBLIC EFFINGHAM COUNTY, GEORGIA MY COMMISSION EXPIRES SEPT. 13, 2022

Date 3/25/22

Reginald B. Hesling

Notary Public



Date 3-25-22

Kimberly Hesling

Notary Public



Staff Report

Subject: **Resolution Recognizing Abercorn Baptist Church**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 05/17/2022
Item Description: Consideration to approve Resolution#022-025 in recognition of the Abercorn Baptist Church 200th Anniversary

Summary Recommendation:
Staff recommends approval of the request.

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

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

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

Recommended Alternative: Staff recommends Alternative 1

Other Alternatives: N/A **Department Review:** Administration

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

Attachments:
1. Resolution

RESOLUTION

FROM THE DESK OF THE
EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Recognition of The Abercorn Baptist Church's 200th Anniversary

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

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

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

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

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

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

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

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

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

Wesley Corbitt - Chairman	**Forrest Floyd - 1st District**	**Roger Burdette - 2nd District**
Jamie Deloach - 3rd District	**Reginald Loper - 4th District**	**Phil Kieffer - 5th District**

Staff Report

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

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

Executive Summary/Background:

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

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

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



OMNITRAX RAIL
SAVANNAH GATEWAY INDUSTRIAL HUB

EFFINGHAM COUNTY

PROJECT NO.
21-1027

FIGURE: 4

5/5/22

PREPARED FOR:

EFFINGHAM COUNTY industrial development authority

OmniTRAX

Broe

SAVANNAH GATEWAY INDUSTRIAL HUB

PREPARED BY:

HUSSEY GAY BELL
Established 1958
329 Commercial Drive, Savannah, GA 31406 / T:912.354.4626
SAVANNAH • ATLANTA • STATESBORO • CHARLESTON • COLUMBIA • NASHVILLE
www.husseygaybell.com

Ball Maritime Group, LLC
4 Cedar View Court | Savannah, Georgia | 31410 | (912) 662-2914
www.ballmaritime.com
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LEGEND:

- C/L EXISTING NS MAINLINE
- C/L EXISTING CSX MAINLINE
- C/L EXISTING INDUSTRY TRACK
- C/L PROPOSED INDUSTRY TRACK
- C/L FUTURE INDUSTRY TRACK
- EXISTING PROPERTY

1 NS INTERCHANGE
2 CSX INTERCHANGE
3 EAST STORAGE YARD
4 WEST STORAGE YARD
5 SITE 1E TRACKS
6 SITE 2 TRACKS
7 ICTF/BULK FACILTY
8 A&R STORAGE YARD

N W E S

SCALE: 1"=400' (IN FEET)
0 200' 400' 800'

DISCLAIMER

Drawing is based on a 34" x 22" Sheet

This map illustrates a general plan of the development which is for discussion purposes only. Does not limit or bind the owner and is subject to change and position locations are for illustrative purposes only and are subject to an accurate survey and property description. The information contained in this map is subject to change with out notice and is for illustrative purposes only and as such the producer assumes no legal responsibility.

P:\21-1027 OMNITRAX RAIL PLANNING\600 CADD\SHEETS\EXHIBIT\21-1027 F04-SAVGATEWAYINDHUB.DWG -- PLOTTED: 5/05/2022 2:52: PM BY: B ALLEN

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



CURVE TABLE						
CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD
C1	66°07'40"	795.77'	689.49'	448.85'	N14°10'45"E	752.33'
C2	11°47'20"	582.29'	2830.00'	292.18'	S45°53'44"E	581.26'
C3	21°08'40"	437.31'	1185.00'	221.17'	S50°35'04"E	434.83'
C4	10°31'59"	126.75'	689.49'	63.56'	N13°37'05"W	126.57'
C5	15°35'06"	129.20'	475.00'	65.00'	N32°12'06"W	128.81'
C6	91°44'11"	80.06'	50.00'	51.54'	S84°07'34"E	71.77'
C7	91°44'11"	184.13'	115.00'	118.54'	S84°07'34"E	165.08'
C8	55°35'41"	669.02'	689.49'	363.49'	N19°26'45"E	643.08'
C9	211°07'46"	423.76'	115.00'	412.87'	N60°46'15"W	221.57'
C10	84°47'03"	73.99'	50.00'	45.64'	S2°24'06"W	67.42'
C11	2°45'57"	128.93'	2670.79'	64.48'	S41°22'02"E	128.91'
C12	65°21'03"	570.29'	500.00'	320.69'	S75°23'41"E	539.88'
C13	264°47'03"	531.46'	115.00'	125.98'	S87°35'54"E	169.87'
C14	96°55'48"	84.59'	50.00'	56.45'	S88°27'19"E	74.86'
C15	16°44'20"	420.69'	1440.00'	211.86'	N34°42'37"E	419.20'
C16	6°03'15"	125.21'	1185.00'	62.66'	S47°09'39"E	125.15'
C17	16°44'20"	455.75'	1560.00'	229.51'	S34°42'37"W	454.13'
C18	22°43'47"	618.87'	1560.00'	313.56'	S54°26'40"W	614.82'
C19	22°43'47"	571.26'	1440.00'	289.44'	N54°26'40"E	567.52'
C20	83°04'11"	72.49'	50.00'	44.29'	S1°32'41"W	66.31'
C21	90°00'14"	78.54'	50.00'	50.00'	S84°59'32"E	70.71'
C22	89°59'46"	78.54'	50.00'	50.00'	N5°00'28"E	70.71'

CURVE TABLE						
CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD
C23	4°07'18"	85.24'	1185.00'	42.64'	S42°04'23"E	85.22'
C24	6°47'48"	170.82'	1440.00'	85.51'	S29°44'21"W	170.72'
C25	9°56'32"	249.87'	1440.00'	125.25'	S38°06'31"W	249.56'
C26	53°39'17"	107.69'	115.00'	58.16'	S13°09'46"E	103.80'
C27	10°58'07"	226.86'	1185.00'	113.78'	S55°40'20"E	226.51'
C28	1°53'54"	93.76'	2830.00'	46.89'	S52°44'21"E	93.76'

BENCHMARK #1 NAIL SET IN "NW" SIDE OF 22" PINE NAVD 88 ELEV.=59.50

BENCHMARK #2 NAIL SET IN "SE" SIDE OF 20" PINE NAVD 88 ELEV.=60.42

BENCHMARK #3 NAIL SET IN 24" OAK @ CREEK NAVD 88 ELEV.=50.33

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N18°53'05"W	274.15'
L2	N89°30'23"E	577.36'
L3	N3°41'26"E	173.49'
L4	N6°35'31"W	545.91'
L5	N50°05'51"E	390.96'
L6	S39°59'57"E	198.67'
L7	S61°06'48"E	26.70'
L8	S56°19'31"W	445.25'
L9	S36°20'16"W	252.35'
L10	S56°42'00"W	343.33'
L11	S54°17'15"W	391.31'
L12	S68°55'10"W	400.93'
L13	S69°16'28"W	382.16'
L14	S55°43'47"W	396.99'
L15	S51°42'18"W	394.82'
L16	N24°24'34"W	271.76'
L17	N39°59'39"W	34.99'
L18	S50°00'21"W	161.61'
L19	N42°58'05"E	156.25'
L20	N42°58'05"E	124.82'
L21	N37°15'26"E	630.56'
L22	N47°01'55"W	223.84'
L23	N1°29'09"E	198.72'
L24	N50°00'13"E	273.23'
L25	N18°08'54"W	41.05'
L26	N13°24'47"E	52.85'
L27	S56°51'45"E	45.32'
L28	S39°59'25"E	54.00'
L29	S53°41'15"E	271.51'
L30	S43°04'47"W	181.32'

LEGEND

- ⊗ CMF = CONCRETE MONUMENT FOUND
- ◇ CMS = CONCRETE MONUMENT SET
- ⊙ IPF = IRON PIN FOUND
- JURISDICTIONAL WETLANDS
- NON-JURISDICTIONAL WETLANDS

REFERENCES
1. OLD PLAT OF TRACT 4 RECORDED IN P.B. C57, PAGE D1 THRU C58, PAGE A1
2. NEW PLAT OF 3 PARCELS RECORDED IN P.B. 28, PAGE 872

NOTES:
1. IN MY OPINION, IN ACCORDANCE WITH F.I.R.M. MAP NO. 13103C0288E DATED MARCH 16, 2015, THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD PLAIN. FEMA FLOOD MAPS CHANGE OFTEN AND SHOULD BE REVIEWED FOR CHANGES PRIOR TO ANY CONSTRUCTION.
2. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED BY THE TITLE EXAMINATION.
3. THE COORDINATES AND BEARING, AS SHOWN HEREON, ARE IN ACCORDANCE WITH THE GEORGIA STATE PLANE GRID COORDINATE SYSTEM, EAST ZONE NAD'83.
4. PROPERTY IDENTIFICATION NUMBER IS 04500067 & 04320069A00
5. OWNER: EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.
6. WETLANDS WERE TAKEN FROM WETLAND PERMIT MAPS OF RECORD. WETLANDS STATUS CHANGE OFTEN AND SHOULD BE VERIFIED BY A WETLAND COMPANY AND THE U.S. ARMY CORP OF ENGINEERS.
7. WETLANDS THAT MAY EXIST ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR THE DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
8. SITE MAY BE SUBJECT TO BUILDING SETBACKS.
9. ALL PROPERTY CORNERS NOT DESCRIBED OR SYMBOLIZED ARE 5/8" IRON PINS SET.
10. A 11.46 ACRE PORTION OF GATEWAY PARKWAY (PRIVATE 120' RIGHT OF WAY) AS SHOWN HEREON IS TO REMAIN PRIVATE UNTIL SUCH TIME AS THE ROAD INFRASTRUCTURE IS COMPLETE. UNTIL SUCH TIME SAID RIGHT OF WAY IS DEDICATED, AN ACCESS AND UTILITY EASEMENT IS HEREBY DEDICATED OVER AND UPON SAID PRIVATE RIGHT OF WAY FOR INTENDED USES.

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC

BY: SAVANNAH INDUSTRIAL DEVELOPMENT, LLC. ITS AGENT AND ATTORNEY-IN-FACT

RON CORSENTINO MANAGER — DATE

THE SUBDIVISION PLAT KNOWN AS SAVANNAH GATEWAY INDUSTRIAL HUB SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA

DATE

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

WITNESS
CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

P. NATHAN BROWN, RLS

MAJOR SUBDIVISION
SAVANNAH GATEWAY INDUSTRIAL HUB
AREA 2
LANDS OF EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, EFFINGHAM COUNTY, GEORGIA
FOR: SAVANNAH INDUSTRIAL DEVELOPMENT, LLC

DATE: MARCH 8, 2022	
REVISED:	
JOB NO.	
SCALE: 1" = 300'	

ERROR OF CLOSURE: FIELD – 1/55,455	
ERROR OF CLOSURE: PLAT – 1/1,947,667	
ANGULAR ERROR: 1" PER POINT	
AREA: AS SHOWN	
EQUIPMENT USED: TOTAL STATION	
0	300 600 900 1200

HUSSEY GAY BELL
Established 1958
329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626
HUSSEY, GAY, BELL & DEYOUNG, INC. CERTIFICATE OF AUTHORIZATION: LSF300
GEORGIA REGISTERED No. 3185 PROFESSIONAL LAND SURVEYOR P. NATHAN BROWN

EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____

Date Reviewed: _____ Reviewed by: _____

Name of Subdivision Savannah Gateway Industrial Hub Area 2

Name of Applicant/Agent Scott Rogers, Broe Real Estate Group Phone 843.621.0826

Company Name Savannah Industrial Development, LLC

Address 252 Clayton St., 4th Floor; Denver, CO 80206

Owner of Record* Effingham Co. Industrial Development Authority Phone 912.392.3000

Address 777 Old Augusta Road; Rincon, GA 31326

Engineer* Hussey Gay Bell Phone 912.345.4626

Address 329 Commercial Dr.; Savannah, GA 31406

Surveyor* Hussey Gay Bell Phone 912.345.4626

Address 329 Commercial Dr.; Savannah, GA 31406

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

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

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

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

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

Water supply Effingham Co.

Sewer supply Effingham Co.

Have any changes been made since this Subdivision was last before the County Commission? N/A

If so, please describe: _____

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

This 9th day of May, 2022.

Applicant

Name: Ronald J. Corsentino
Title: ~~Manager~~

Notary

Owner

Shawnie Patricia Ann Small
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20204013108
MY COMMISSION EXPIRES 04/08/2024

EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

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

Office Use	Applicant Use	
Project Information:		
✓		**1.** Graphic scale.
✓		**2.** Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
✓		**3.** North arrow.
✓		**4.** Land reference point.
✓		**5.** Point of beginning designated.
✓		**6.** Date of preparation (under Surveyor's signature).
✓		**7.** Name of Subdivision.
✓		**8.** Names of adjacent subdivisions and owners of adjoining parcels of land.
✓		**9.** Names and widths of adjacent streets.
✓		**10.** Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, **or are not used elsewhere in Effingham County**.
✓		**11.** Plat boundaries darkened.
		12. Proposed building setback lines.
✓		**13.** Location of all existing easements or other existing features.
✓		**14.** New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
		15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
✓		**16.** Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
		17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
✓		**18.** Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
		19. Location of city limits and county lines, if applicable.

✓		**20.** Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
✓		**21.** Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS
✓		**22.** Certificate of Approval – To be signed by County Commission chair.
✓		**23.** Signed Certificate of Accuracy.
		24. Signed Certificate of Ownership and Dedication – Individuals.
✓		**25.** Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
		26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
		27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
		28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

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

This 9th day of May, 2022.

Notary

Shawnie Patricia Ann Small
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20204013108
MY COMMISSION EXPIRES 04/08/2024

Name: Ronald J. Corsentino
Title: Manager

Applicant

Owner

Staff Report

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

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

Executive Summary/Background:

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

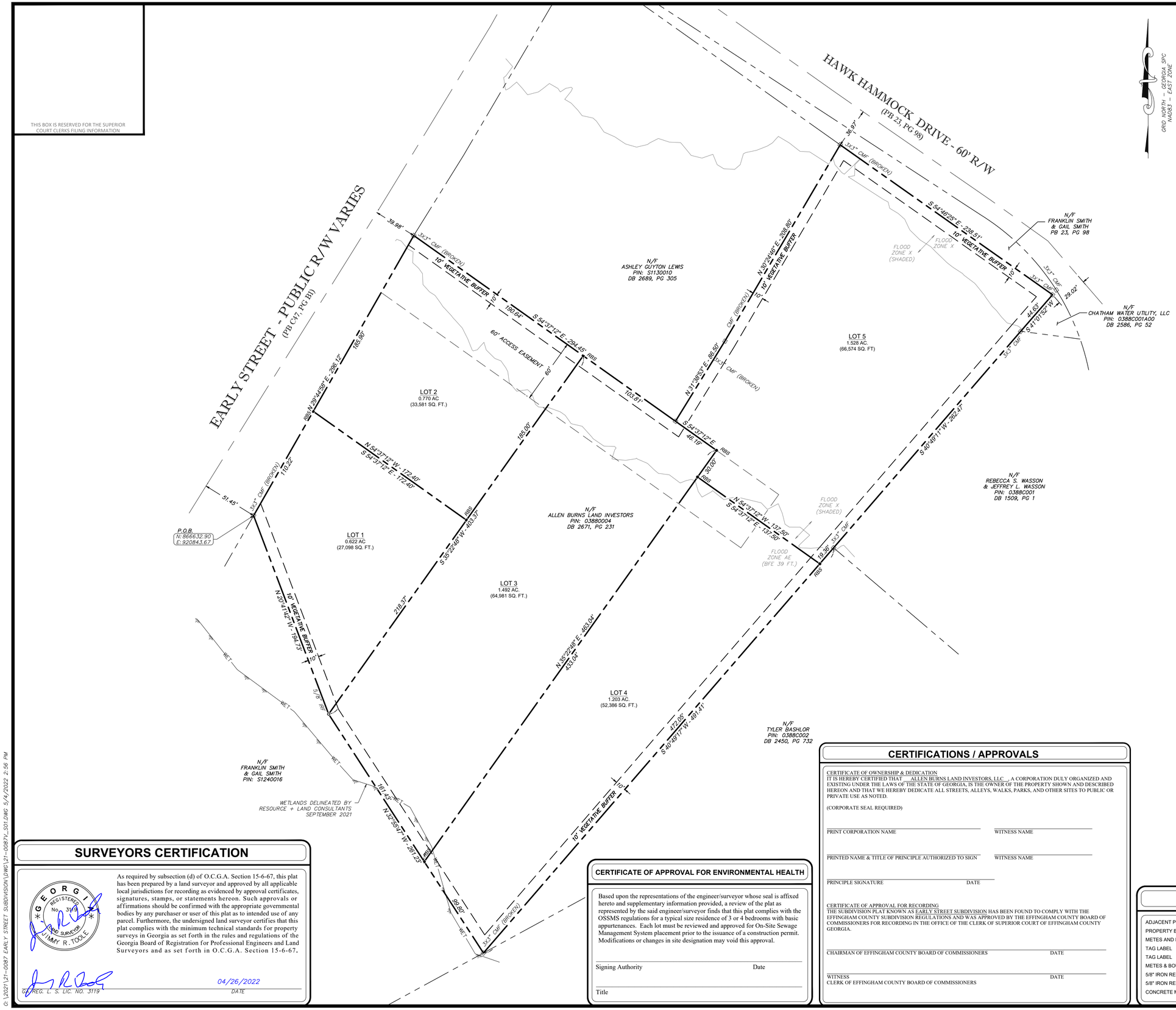
Alternatives for Commission to Consider
1 - Approve the final plat for Early Street subdivision.
2 – Take no action

Recommended Alternative: Alternative 1 **Other Alternatives:** N/A

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

Attachments:
1. Final Plat for Early Street subdivision.
2. Final Plat Submittal Form & Checklist
3. Stormwater plan approval

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION



LOCATION MAP
N.T.S.

SURVEY NOTES

1. Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
2. Vertical Datum is North American Vertical Datum of 1988 (NAVD88).
3. Basis of Bearings, Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was a Champion TKO receiver [RTK Accuracy (Horizontal: 1cm + 1ppm RMS) (Vertical: 2cm + 1ppm RMS)] with a Scepter II data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
4. All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Effingham County, Georgia.
5. This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
6. Structures visible on the date of survey are shown hereon.
7. Locations are accurate only where dimensioned.
8. A portion of this property is located in Zone AE, a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13103C0168E; Effective Date: March 16, 2015. The flood hazard lines as shown on this plat have been taken digitally from http://hazards-fema.maps.arcgis.com, and have not been verified in the field by EMC Engineering Services, Inc.
9. No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
10. The term *"Certification"* as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
11. This survey is valid only if print has the original signature of the surveyor.
12. This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
13. All wetlands are under the jurisdiction of the U.S. Army Corps. of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.
14. The boundary, as shown, was taken from a survey by EMC.
15. There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
16. There were no proposed changes in street right of way lines made available to the surveyor by the controlling jurisdiction. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
17. The proposed lots shall be served by the City of Springfield water system and individual on-site septic systems.

SURVEY DATA

Total Area:	5.615 Acres (244,611 Square Feet)
Lot 1 Area:	0.622 Acres (27,098 Square Feet)
Lot 2 Area:	0.770 Acres (33,581 Square Feet)
Lot 3 Area:	1.492 Acres (64,981 Square Feet)
Lot 4 Area:	1.203 Acres (52,386 Square Feet)
Lot 5 Area:	1.528 Acres (66,574 Square Feet)
Plat Closure:	1 in 132,084
Adjusted by:	No adjustment
Equipment used:	Topcon PS 103A Champion TKO GPS/eGPS Network
Field Work Completed on:	03/02/2022

REFERENCES

DB 1509, PG 1	DB 2450, PG 732	DB 1195, PG 217
DB 2671, PG 213	DB 2689, PG 305	PB C47, PG B1

SURVEYORS CERTIFICATION

GEORGIA REGISTERED No. 3119 LAND SURVEYOR JIMMY R. TOOLE

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GA REG. L. S. LIC. NO. 3119 — 04/26/2022 DATE

CERTIFICATE OF APPROVAL FOR ENVIRONMENTAL HEALTH

Based upon the representations of the engineer/surveyor whose seal is affixed hereto and supplementary information provided, a review of the plat as represented by the said engineer/surveyor finds that this plat complies with the OSSMS regulations for a typical size residence of 3 or 4 bedrooms with basic appurtenances. Each lot must be reviewed and approved for On-Site Sewage Management System placement prior to the issuance of a construction permit. Modifications or changes in site designation may void this approval.

Signing Authority — Date

Title

CERTIFICATIONS / APPROVALS

CERTIFICATE OF OWNERSHIP & DEDICATION
IT IS HEREBY CERTIFIED THAT ALLEN BURNS LAND INVESTORS, LLC , A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED.

(CORPORATE SEAL REQUIRED)

PRINT CORPORATION NAME — WITNESS NAME

PRINTED NAME & TITLE OF PRINCIPLE AUTHORIZED TO SIGN — WITNESS NAME

PRINCIPLE SIGNATURE — DATE

CERTIFICATE OF APPROVAL FOR RECORDING
THE SUBDIVISION PLAT KNOWN AS EARLY STREET SUBDIVISION HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA.

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS — DATE

WITNESS — DATE
CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

LEGEND

ADJACENT PROPERTY LINE		POINT OF COMMENCING	P.O.C.
PROPERTY BOUNDARY		POINT OF BEGINNING	P.O.B.
METES AND BOUNDS	N 47°45'54" E - 497.06'	PROPERTY ID NUMBER	PIN
TAG LABEL	L6	NOW OR FORMERLY	N/F
TAG LABEL	L# or C#	RIGHT-OF-WAY	R/W
METES & BOUNDS (RECORD)	47°45'54" - 497.06	PLAT BOOK	PB
5/8" IRON REBAR SET W/CAP	● RBS	DEED BOOK	DB
5/8" IRON REBAR FOUND	○ 5/8" RBF	PAGE	PG
CONCRETE MONUMENT FOUND	⊡ CMF	NOT TO SCALE	N.T.S.

NO.	REVISION DESCRIPTION	DATE

40' 20' 0' 40'
GRAPHIC SCALE: 1" = 40'

EMC ENGINEERING SERVICES, INC.
10 Chatham Center South, Suite 100
Savannah, GA 31405
Ph: (912) 232-6533
Fax: (912) 233-4580
savannah@emc-eng.com
www.emc-eng.com
CIVIL MARINE ENVIRONMENTAL
ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS
SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

SUBDIVISION PLAT

EARLY STREET SUBDIVISION

11TH G. M. DISTRICT
SPRINGFIELD, EFFINGHAM COUNTY, GEORGIA
Prepared for:
ALLEN BURNS LAND INVESTORS, LLC

PROJECT NO.:	21-0087
DRAWN BY:	SMB
DESIGNED BY:	
SURVEYED BY:	JRT
SURVEY DATE:	03/02/2022
CHECKED BY:	JRT
SCALE:	1" = 40'
DATE:	04/26/2022

SHEET 1 OF 1

O:\2021\21-0087 EARLY STREET SUBDIVISION\DWG\21-0087X_SD1.DWG 5/4/2022 2:56 PM

EFFINGHAM COUNTY
FINAL PLAT SUBMITTAL FORM

OFFICIAL USE ONLY

Date Received: _____ Project Number: _____

Date Reviewed: _____ Reviewed by: _____

Name of Subdivision Early Street Subdivision

Name of Applicant/Agent Dave Burns Phone 912-682-1299

Company Name Allen Burns Land Investors, LLC

Address 613 Towne Park Drive W., Suite 106, Rincon, Ga 31326

Owner of Record* Allen Burns Land Investors, LLC Phone 912-682-1299

Address 613 Towne Park Drive W., Suite 106, Rincon, Ga 31326

Engineer* EMC Engineering Services, Inc Phone 912-232-6533

Address 27 Chatham Center South Drive, Suite A, Savannah, Ga 31405

Surveyor* EMC Engineering Services, Inc Phone 912-232-6533

Address 27 Chatham Center South Drive, Suite A, Savannah, Ga 31405

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

Total acreage subdivided 5.615 Zoning R-1 Number of Lots 5

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

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

Map#/Parcel# _____

Water supply City of Springfield

Sewer supply Individual On-site Septic Systems

Have any changes been made since this Subdivision was last before the County Commission? No

If so, please describe: _____

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

This 5th day of May, 2022

Dave Burns
Applicant

Amy L Hughes
Notary

Dave Burns
Owner

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

EFFINGHAM COUNTY
FINAL PLAT CHECKLIST

OFFICIAL USE ONLY

Subdivision Name: _____ Project Number: _____

Date Received: _____ Date Reviewed: _____ Reviewed by: _____

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

Office Use	Applicant Use	
Project Information:		
	✓	**1.** Graphic scale.
	✓	**2.** Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
	✓	**3.** North arrow.
	✓	**4.** Land reference point.
	✓	**5.** Point of beginning designated.
	✓	**6.** Date of preparation (under Surveyor's signature).
	✓	**7.** Name of Subdivision.
	✓	**8.** Names of adjacent subdivisions and owners of adjoining parcels of land.
	✓	**9.** Names and widths of adjacent streets.
		10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, **or are not used elsewhere in Effingham County**.
	✓	**11.** Plat boundaries darkened.
		12. Proposed building setback lines.
	✓	**13.** Location of all existing easements or other existing features.
	✓	**14.** New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
	✓	**15.** Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
	✓	**16.** Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
	✓	**17.** Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
	✓	**18.** Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
		19. Location of city limits and county lines, if applicable.

	✓	**20.** Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).
	✓	**21.** Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS
	✓	**22.** Certificate of Approval – To be signed by County Commission chair.
	✓	**23.** Signed Certificate of Accuracy.
		24. Signed Certificate of Ownership and Dedication – Individuals.
	✓	**25.** Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).
		26. Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.
		27. Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.
		28. Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.

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

This 5th day of May, 2022.

Amy L Hughes
Notary

Dave Burns
Applicant

David A. Burns
Owner

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

November 12, 2021

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

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

Dear Mr. Metzger,

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

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

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

After a Contractor has been selected, no construction activity is to be started until an on-site pre-construction meeting has been held. Included in this meeting are to be the Contractor, the Design

Engineer, Effingham County Engineering, Effingham County Water and Sewer and all utilities affected by the construction activities.

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

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

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

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

Sincerely,

V. Srikar

Srikar Velagapudi
Civil Engineer
EOM Operations

Staff Report

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

Summary Recommendation: Staff recommends Approval of Vehicle Orders

Executive Summary/Background:

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

Alternatives for Commission to Consider

1. Approval of Vehicle Orders for EMA and EMS
2. Denial of the Vehicle Orders

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, County Manager, EMS, EMA
Funding Source: Department Budgets
Attachments:

1. Lease Rate Quotes for the Vehicles

enterprise | FLEET MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 6366978

Prepared For: Effingham County Board of Commissioners
Callanan, Tim

Date 04/28/2022
AE/AM KW0/0JB

Unit #
Year 2023 **Make** Chevrolet **Model** Silverado 1500
Series Work Truck 4x4 Double Cab 6.6 ft. box 147.4 in. WB
Vehicle Order Type Ordered **Term** 60 **State** GA **Customer#** 505556

$ 45,908.49		Capitalized Price of Vehicle[1]
$ 0.00	*	License and Certain Other Charges 6.6000% **State** GA
$ 39.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 200.00		Other:Courtesy Delivery Fee
$ 0.00		Capitalized Price Reduction
$ 0.00		Tax on Capitalized Price Reduction
$ 6,000.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 40,108.49		Total Capitalized Amount (Delivered Price)
$ 541.46		Depreciation Reserve @ 1.3500%
$ 176.55		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)[2]
$ 718.01		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 48.23		Full Maintenance Program[3] Contract Miles 60,000 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 48.23		**Additional Services SubTotal**
$ 0.00		Sales Tax 0.0000% **State**
$ 766.24		**Total Monthly Rental Including Additional Services**
$ 7,620.89		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	Hodges, Clint
Exterior Color	Summit White
Interior Color	Jet Black w/Vinyl Seat Trim
Lic. Plate Type	Government
GVWR	0

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

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

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

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

LESSEE Effingham County Board of Commissioners

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Custom Equipment 39 - EDWARDS Aftermarket	C	$ 5,000.00
Total Aftermarket Equipment Billed		$ 0.00
Total Aftermarket Equipment Capitalized		$ 5,000.00
Aftermarket Equipment Total		$ 5,000.00

VEHICLE INFORMATION:

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

Series ID: CK10753

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$37,575.1	$39,100.00 (Est.)
Total Options	$2,306.85	$2,535.00 (Est.)
Destination Charge	$1,695.00	$1,695.00
Total Price	**$41,576.95**	**$43,330.00 (Est.)**

SELECTED COLOR:

Exterior: GAZ-Summit White

Interior: H2G-Jet Black w/Vinyl Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP	
1WT	Preferred Equipment Group 1WT	NC	NC	(Est.)
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included	(Est.)
AED	Power Front Windows w/Passenger Express Down	Included	Included	(Est.)
AEQ	Power Rear Windows w/Express Down	Included	Included	(Est.)
AKP	Solar Absorbing Tinted Glass	Included	Included	(Est.)
AQQ	Remote Keyless Entry	Included	Included	(Est.)
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included	(Est.)
AZ3	40/20/40 Front Split-Bench Seat	Included	Included	(Est.)
BG9	Rubberized-Vinyl Floor Covering	Included	Included	(Est.)
BLUE	Bluetooth For Phone	Included	Included	(Est.)
C5W	GVWR: 7,000 lbs (3,175 kg)	STD	STD	(Est.)
CGN	Chevytec Spray-On Black Bedliner	$495.95	$545.00	(Est.)
CTT	Hitch Guidance	Included	Included	(Est.)
D31	Inside Rearview Mirror w/Tilt	Included	Included	(Est.)
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included	(Est.)
FE9	Federal Emissions Requirements	NC	NC	(Est.)
GAZ_01	Summit White	NC	NC	(Est.)
GU6	3.42 Rear Axle Ratio	STD	STD	(Est.)
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC	(Est.)
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD	(Est.)
JL1	Integrated Trailer Brake Controller	$250.25	$275.00	(Est.)
K34	Electronic Cruise Control	Included	Included	(Est.)
KW5	220 Amp Alternator	Included	Included	(Est.)
L3B	Engine: 2.7L Turbo High-Output	Included	Included	(Est.)
MQE	Transmission: 8-Speed Automatic	Included	Included	(Est.)
N33	Manual Tilt Wheel Steering Column	Included	Included	(Est.)
NP0	Single-Speed Transfer Case	Included	Included	(Est.)
PAINT	Solid Paint	STD	STD	(Est.)
PED	Chevy Safety Assist	Included	Included	(Est.)
QDV	Tires: 265/70R17 AT BW	$182.00	$200.00	(Est.)
QK1	Standard Tailgate	Included	Included	(Est.)
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included	(Est.)
R9Y	Fleet Free Maintenance Credit	$-40.95	$-45.00	(Est.)

CODE	DESCRIPTION	INVOICE	MSRP	
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included	(Est.)
RVQ	6" Rectangular Black Tubular Assist Steps (LPO)	$723.45	$795.00	(Est.)
STDTM	Vinyl Seat Trim	Included	Included	(Est.)
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included	(Est.)
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included	(Est.)
UE4	Following Distance Indicator	Included	Included	(Est.)
UEU	Forward Collision Alert	Included	Included	(Est.)
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included	(Est.)
UHY	Automatic Emergency Braking	Included	Included	(Est.)
UKJ	Front Pedestrian Braking	Included	Included	(Est.)
UQF	6-Speaker Audio System	Included	Included	(Est.)
UVB	HD Rear Vision Camera	Included	Included	(Est.)
V76	Front Frame-Mounted Black Recovery Hooks	Included	Included	(Est.)
VH6	Black (Semi-Gloss) Front Bumper	Included	Included	(Est.)
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included	(Est.)
Z82	Trailering Package	$359.45	$395.00	(Est.)
Z85	Standard Suspension Package	STD	STD	(Est.)
ZLQ	WT Fleet Convenience Package	$336.70	$370.00	(Est.)

CONFIGURED FEATURES:

Body Exterior Features:

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

Convenience Features:

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

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

- Headlamp Type delay-off aero-composite halogen headlamps
- Auto-levelling Headlights: auto-leveling headlights
- Auto-Dimming Headlights: IntelliBeam auto high-beam headlights
- Cab Clearance Lights: cargo bed light
- Front Wipers: variable intermittent wipers
- Tinted Windows: light-tinted windows
- Dome Light: dome light with fade
- Front Reading Lights: front and rear reading lights
- Variable IP Lighting: variable instrument panel lighting
- Display Type: analog appearance

Tachometer: tachometer
Voltometer: voltmeter
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Trip Computer: trip computer
Trip Odometer: trip odometer
Lane Departure Warning: lane departure
Front Pedestrian Braking: pedestrian detection
Following Distance Indicator: following distance alert
Forward Collision Alert: forward collision
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Check Control: redundant digital speedometer
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Oil Level Warning: low-oil-level warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Key in Ignition Warning: key-in-ignition warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Door Ajar Warning: door-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning
Brake Pad Wear: brake pad wear

Safety And Security:

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

Seats And Trim:

Seating Capacity max. seating capacity of 6
Front Bucket Seats: front split-bench 40-20-40 seats

Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
Reclining Driver Seat: manual reclining driver and passenger seats
Driver Fore/Aft: manual driver and passenger fore/aft adjustment
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear 60-40 split-bench seat
Rear Folding Position: rear seat fold-up cushion
Leather Upholstery: vinyl front and rear seat upholstery
Door Trim Insert: vinyl door panel trim
Headliner Material: full cloth headliner
Floor Covering: full vinyl/rubber floor covering
Cabback Insulator: cabback insulator
Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: urethane shift knob
Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Open-End (Equity) Lease Rate Quote

Quote No: 6355541

Prepared For: Effingham County Board of Commissioners
Callanan, Tim

Date 04/25/2022
AE/AM KW0/0JB

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

$ 28,691.00		Capitalized Price of Vehicle [1]
$ 0.00	*	License and Certain Other Charges 6.6000% **State** GA
$ 39.00	*	Initial License Fee
$ 0.00		Registration Fee
$ 200.00		Other:Courtesy Delivery Fee
$ 0.00	*	Capitalized Price Reduction
$ 0.00	*	Tax on Capitalized Price Reduction
$ 6,000.00		Gain Applied From Prior Unit
$ 0.00	*	Tax on Gain On Prior
$ 0.00	*	Security Deposit
$ 0.00	*	Tax on Incentive (Taxable Incentive Total : $0.00)
$ 22,891.00		Total Capitalized Amount (Delivered Price)
$ 309.03		Depreciation Reserve @ 1.3500%
$ 104.26		Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) [2]
$ 413.29		**Total Monthly Rental Excluding Additional Services**
		Additional Fleet Management
		Master Policy Enrollment Fees
$ 0.00		Commercial Automobile Liability Enrollment
		Liability Limit $0.00
$ 0.00		Physical Damage Management — Comp/Coll Deductible 0 / 0
$ 42.87		Full Maintenance Program [3] Contract Miles 60,000 — OverMileage Charge $ 0.0450 Per Mile
		Incl: # Brake Sets (1 set = 1 Axle) 0 — # Tires 0 — Loaner Vehicle Not Included
$ 42.87		**Additional Services SubTotal**
$ 0.00		Sales Tax 0.0000% **State**
$ 456.16		**Total Monthly Rental Including Additional Services**
$ 4,349.20		Reduced Book Value at 60 Months
$ 400.00		Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	EMS
Exterior Color	Summit White
Interior Color	Jet Black/Chai w/Premium Cloth Seat Trim
Lic. Plate Type	Government
GVWR	0

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

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

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

LESSEE Effingham County Board of Commissioners

BY **TITLE** **DATE**

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

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

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

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

VEHICLE INFORMATION:

2023 Chevrolet Traverse LS w/1FL Front-Wheel Drive - US

Series ID: 1NB56

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	$32,436	$34,000.00 (Est.)
Total Options	$0.00	$0.00 (Est.)
Destination Charge	$1,195.00	$1,195.00
Total Price	**$33,631.00**	**$35,195.00 (Est.)**

SELECTED COLOR:

Exterior: GAZ-Summit White

Interior: HKA-Jet Black/Chai w/Premium Cloth Seat Trim

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP	
1FL	Preferred Equipment Group 1FL (Fleet)	NC	NC	(Est.)
A2X	8-Way Power Driver Seat Adjuster	Included	Included	(Est.)
A7E	4-Way Manual Front Passenger Seat	Included	Included	(Est.)
AL9	Power Driver Lumbar Control	Included	Included	(Est.)
AR9	Front Bucket Seats	STD	STD	(Est.)
DVZ	GVWR: 6,160 lbs (2,800 kgs)	STD	STD	(Est.)
FE9	Federal Emissions Requirements	NC	NC	(Est.)
FXC	3.49 Axle Ratio	STD	STD	(Est.)
GAZ_01	Summit White	NC	NC	(Est.)
HKA_01	Jet Black/Chai w/Premium Cloth Seat Trim	NC	NC	(Est.)
IOR	Radio: Chevrolet Infotainment System AM/FM Stereo	STD	STD	(Est.)
LFY	Engine: 3.6L V6 SIDI VVT	STD	STD	(Est.)
M3V	Transmission: 9-Speed Automatic	STD	STD	(Est.)
PAINT	Monotone Paint Application	STD	STD	(Est.)
PXJ	Wheels: 18" Bright Silver Painted Aluminum	STD	STD	(Est.)
QO5	Tires: P255/65R18 AS BW	STD	STD	(Est.)
STDTM	Premium Cloth Seat Trim	STD	STD	(Est.)
U2K	SiriusXM Radio	Included	Included	(Est.)
UD7	Rear Park Assist w/Audible Warning	Included	Included	(Est.)
UQF	6-Speaker Audio System Feature	Included	Included	(Est.)
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC	(Est.)

CONFIGURED FEATURES:

Body Exterior Features:

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

Convenience Features:

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

Entertainment Features:

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

Lighting, Visibility and Instrumentation Features:

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

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front and rear ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: compact spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts

Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: immobilizer
Security System: security system
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: StabiliTrak electronic stability stability control with anti-roll
Traction Control: ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
Rear Headrest Control: 2 rear head restraints
3rd Row Headrests: 2 fixed third row head restraints

Seats And Trim:

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

Standard Engine:

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

Standard Transmission:

Transmission 9-speed automatic w/ OD and auto-manual

Staff Report

Subject: Renewal of pre-event contract for Disaster Debris Monitoring & Financial Recovery Services
Author: Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief/EEMA Director
Department: Purchasing
Meeting Date: 5/17/22
Item Description: Consideration to allow the pre-event contract for Disaster Debris Monitoring & Financial Recovery Services with Thompson Consulting Services to renew for the period July 1, 2022 to June 30, 2023.

Summary Recommendation: Staff recommends Renewal.

Executive Summary/Background:

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

Alternatives for Commission to Consider:

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

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

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

Attachments:
Pre-event Contract

Disaster Debris Monitoring & Financial Recovery Services

This document is a pre-event contract.

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

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

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

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

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

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

COMPLIANCE WITH LAWS

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

ANTI-DISCRIMINATION

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

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

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

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

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

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

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

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

DAVIS BACON ACT

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

COPELAND "ANTI-KICKBACK" ACT

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

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

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

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

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

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

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

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

DEBARMENT AND SUSPENSION

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

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

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

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

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

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

PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired —

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

CHANGES

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

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

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

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

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

DHS SEAL, LOGO AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

By executing this contract, the contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

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

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

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

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

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

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

*The limits of insurance are as follows:

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

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

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

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

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

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

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FEES:.

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

Debris Monitoring Positions	Paper-Based Ticketing Hourly Rate	Automated Ticketing Hourly Rate
Project Manager	$ 60.00	$ 60.00
Operation Managers	$ 50.00	$ 50.00
Field Supervisors	$ 40.00	$ 40.00
GIS Analyst	$ 55.00	$ 55.00
Environmental Specialists	$ 55.00	$ 55.00
Billing/Invoicing/Data Managers	$ 60.00	$ 60.00
Project Coordinators	$ 18.00	$ 18.00
Load Ticket Data Entry Clerks	$ 28.00	$ 28.00
Collection Crew Monitors	$ 32.50	$ 35.00
Tower Monitors	$ 31.50	$ 33.00
Residential Drop-off Monitors	$ 27.50	$ 30.00
Automated Ticketing Specialists		$ 18.00

GRANT MANAGEMENT CONSULTING POSITIONS	Hourly Rate
Senior Grant Management Consultant	$125.00
Grant Management Consultant	$95.00
Administrative Assistant	$22.50
Grand Total	$242.50

EMERGENCY MANAGEMENT CONSULTING POSITIONS	Hourly Rate
Senior Planner	$125.00
Planner	$95.00
Grand Total	$220.00

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

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

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

TERMINATION

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

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

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

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

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

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

1. Working with the County to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services; and
2. Notifying all affected service providers and subcontractors of the Service provider

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

TRANSFERABILITY OF CONTRACT

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

ADMINISTRATION

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

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

NO AGENCY CREATED

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

CONTRACT DOCUMENTS

This agreement contains the entire understanding between the parties concerning the subject matter hereof, and no representations, inducements, or agreements, oral or otherwise, not embodied herein, shall be of any force and effect. Should, through administrative oversight, a particular requirement of RFP No. 18-001 not be expressly addressed within the body of this Agreement, the RFP language shall be referred to for guidance.

CONTRACT AMENDMENTS

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

SEPERABILITY OR PROVISION

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

CONSTRUCTION

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

HEADINGS

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

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

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: Wesley M Corbitt
Wesley Corbitt
Chairman

ATTEST: S. Johnson
Stephanie Johnson
Effingham County Clerk

Date: 11/07/2017

FOR THE CONTRACTOR

BY:

Title: President

Attest: Lydia Pena

Date: 11/06/2017

thompson
CONSULTING SERVICES

May 9, 2022

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

Sent Via Email: abruton@effinghamcounty.org

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

Dear Ms. Bruton:

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

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

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

Sincerely,

Corey Thomas
Vice President

2601 Maitland Center Parkway
Maitland, FL 32751
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

ATTACHMENT I

Series: CPI-U, U.S. City Average, All Items, 1982-84

	March 2021	March 2022
CPI for Current Period	264.877	287.504
Less CPI for Previous Period		264.877
Equals Index Point Change		22.627
Divided by Previous Period CPI		264.877
Equals		0.0854
Result Multiplied by 100		100
Equals Percent Change		8.54

Debris Monitoring Positions	Paper-Based Ticketing Hourly Rate	Automated Ticketing Hourly Rate
Project Manager	$ 65.12	$ 65.12
Operations Manager	$ 54.27	$ 54.27
Field Supervisor	$ 43.42	$ 43.42
GIS Analyst	$ 59.70	$ 59.70
Environmental Specialist	$ 59.70	$ 59.70
Billing / Invoicing / Data Manager	$ 65.12	$ 65.12
Project Coordinator	$ 19.54	$ 19.54
Load Ticket Data Entry Clerk	$ 30.39	$ 30.39
Collection Crew Monitor	$ 35.28	$ 37.99
Tower Monitor	$ 34.19	$ 35.82
Residential Drop-Off Monitor	$ 29.85	$ 32.56
Automated Ticketing Specialist		$ 19.54
Grant Management Consulting Positions	**Hourly Rate**	
Senior Grant Management Consultant	$ 135.68	
Grant Management Consultant	$ 103.11	
Administrative Assistant	$ 24.42	
Emergency Management Consulting Positions	**Hourly Rate**	
Senior Planner	$ 135.68	
Planner	$ 103.11	

Staff Report

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

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

Executive Summary/Background:

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

Alternatives for Commission to Consider:

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

Recommended Alternative: 1
Other Alternatives: 2
Department Review: P&L, Purchasing
Funding Source: $35,000.00 budgeted, Recreation/Grant
Attachments:

1. Contract 22-30-001

Services Contract

Between

Effingham County Board of Commissioners 804 South Laurel Street Springfield, GA 31329	and	**Signature Tennis Courts, Inc.** **1025 Rose Creek Dr. Suite 620-244** **Woodstock, GA 30189**

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

WITNESSETH

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

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

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

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

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

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

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

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

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

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

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

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

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

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

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

SECTION I-11 PROHIBITED INTERESTS.
A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.
B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

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

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

available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

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

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to **Mike Imbornone, Signaure Tennis Courts, Inc., 1025 Rose Creek Dr. Suite 620-224, Woodstock, Ga. 30189.** It shall be Contractor's responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

THIS SPACE INTENTIONALLY LEFT BLANK

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.

The County shall pay the Contractor for his services as follows:

Construction Tennis Court Repair –

Additional Documentation – Attachment A

QUOTE

DESCRIPTION	BID PRICE
TOTAL BID	**$ 34,980.00**

These rates and fees shall remain in effect until completion of the project, without exception.

All invoices shall contain the following :

Date services performed
Detailed account of services performed
Name of employee providing said services

No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFQ will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is an "LUMP SUM" contract, to guarantee pricing for services contained herein.

THIS SPACE INTENTIONALLY LEFT BLANK

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

A. Name of Producer (contractor's insurance Broker/Agent).
B. Companies affording coverage (there may be several).
C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
D. A Summary of all current insurance for the insured (includes effective dates of coverage).
E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
F. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:
A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.
B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:

A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.
D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5)year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

ARTICLE IV
WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

ARTICLE V
GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

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ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of _____, 2022.

Signature Tennis Courts, Inc.

_____
Signature

_____
Title

_____
Witness - Signature

_____
Witness - Title

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

_____
WESLEY CORBITT, CHAIRMAN

Attest:

_____
Stephanie Johnson, County Clerk

CONTRACT NO. 22-30-001

COMMISSION APPROVAL DATE:

_____

RFQ No. 22-30-001

Tennis Court Repair –

Please provide a detailed quote with submittal.

QUOTE

DESCRIPTION	BID PRICE
TOTAL BID Thirty four thousand nine hundred eighty and no/—	$ 34,980-

Proposing Company Contact Information:

Company Name:	Signature Tennis Courts, Inc.	
Billing Address:	1025 Rose Creek Dr. Suite 620-244 Woodstock, GA 30189	Telephone: 404-642-5002
Service Address:	Same	Telephone: Same
Representative Name:	Mike Imbornone Owner	
Representative Contact Address:	Same Mike@signaturetennis.com	Telephone: 404-6425002 E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (manually, in ink) _____
(Signature of Authorized Representative of the Company)

Name Printed: Mike Imbornone Title: Owner Date: 4/30/22

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

N/A

4/30/22
DATE

Owner
SIGNATURE/TITLE Mike Imbornone

Signature Tennis Courts, Inc.
COMPANY

SIGNATURE TENNIS COURTS

Mike Imbornone, CTCB, Owner
PHONE: 404-642-5002
FAX: 770-516-0916
MIKE@SIGNATURETENNIS.COM

AMERICAN SPORTS BUILDERS ASSOCIATION

ASBA CERTIFIED TENNIS COURT BUILDER

April 30, 2022
TO: EFFINGHAM COUNTY TENNIS COURTS
224 COURTHOUSE ROAD SPRINGFIELD, GA 31329
RFQ NO. 22-30-001 TENNIS COURT REPAIRS

RESURFACE 6 COURTS

1. CLEAN COURTS AS NECESSARY
2. FILL ALL STRUCTURAL CRACKS WITH E330 CRACK FILLER AND INSTALL MULTI LAYERED RITE WAY CRACK REPAIR SYSTEM OVER ALL STRUCTURAL CRACKS (1/16" OR LARGER) THE RITE WAY PRODUCT WILL NOT BUBBLE, HAS NO HOLLOW SOUND AND INCORPORATES A MICRO SEALANT MOISTURE BARRIER OVER THE CRACKS.
3. FILL ALL LOW LYING AREAS AND PAVING JOINTS WITH ACRYLIC PATCH BINDER
   NOTE: THESE AREAS WILL IMPROVE BUT WILL NOT BE PERFECT
4. GRIND PROTRUDING HUMPS IN ASPHALT AND SMOOTH WITH ACRYLIC PATCH BINDER
5. APPLY 3 COATS OF ACRYTECH FULL ACRYLIC PLAYING SURFACE
   NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY
   (COLORS WILL BE ROYAL BLUE AND LIGHT GREEN UNLESS SPECIFIED OTHERWISE)
6. STRIPE 6 REGULATION TENNIS COURTS WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT AND STRIPE FOR JUNIOR AND/OR PICKLE BALL WHERE DIRECTED
7. SAND AND PAINT NET POSTS, RE-HANG NETS AND CLEAN WORK SITE THOROUGHLY

RESURFACE WITH RITE WAY CRACK REPAIR SYSTEM: $34,980

NOTE: A 5 YEAR WARRANTY IS INCLUDED ON ALL EXISTING STRUCTURAL CRACKS COVERED WITH RITE WAY. IF ANY AREAS FAIL, THE CRACKS WILL BE RE-DONE AND AREA WILL BE RE-COLOR COATED. THIS WARRANTY DOES NOT INCLUDE ANY NEW CRACKS THAT MAY DEVELOP IN THE FUTURE.
NOTE: SIGNATURE TENNIS DOES NOT FEEL THAT IT IS AN OPTION TO RESURFACE THE COURTS WITHOUT INSTALLING THE RITE WAY SYSTEM OR A COMPETITIVE PRODUCT, AS THE CRACKS WILL MOST ASSUREDLY RETURN DURING THE FIRST WINTER.
NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS
NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

_____ _____
ACCEPTANCE SIGNATURE DATE

Staff Report

Subject: Approval of the Change Order #4 for APAC-Atlantic, Inc. for the Blue Jay/McCall Road Intersection Improvements
Author: Alison Bruton, Purchasing Agent
Department: Public Works
Meeting Date: May 17, 2022
Item Description: Approval of Change Order #4 for APAC-Atlantic, Inc.

Summary Recommendation: Staff recommends 4 approval of Change Order #4 to APAC-Atlantic, Inc. for $1,992.00 for the Blue Jay/McCall Intersection Improvements.

Executive Summary/Background:

- APAC-Atlantic, Inc. was awarded Contract #21-25-002 for the Blue Jay/McCall Road Intersection Improvements in May 2021. Change Order #1 was awarded September 2021 to remove and replace unsuitable soil and Change Order #2 was awarded in October 2021 for the construction of a right-hand turn lane at McCall Road which added an additional 45 days to the project. Change Order #3 was awarded January 2022 to resurface the road beginning at the new section at the improved intersection and continuing to the new right-hand turn lane.
- Staff has requested Change Order #4 for additional edge line rumble strips for the road section paved in CO#3, the old section of Blue Jay between the curve and the railroad tracks.
- The cost for this additional work is $1,992.00 bringing the overall contract total to $1,304,625.60

Alternatives for Commission to Consider

1. Approval of the Change Order #4 for APAC-Atlantic, Inc. for the Blue Jay/McCall Road Intersection Improvements in the amount of $1,992.00
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, Asst. County Manager, Project Manager
Funding Source:
Attachments:

1. Change Order #4
2. Change Order #1 through 3

Change Order # 1

Project: Construction – Blue Jay & McCall Road Realignment

Contract Date: May 5, 2021

Change Order Effective Date: 09/07/2021

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
1	Remove and replace unsuitable soil	CY	1354	$18.90	$25,590.60
	TOTAL			**$18.90**	**$25,590.60**

The original Contract Sum was.....$ 1,111,588.00

Net change by previously authorized Change Orders.....$ 0

The Contract Sum prior to this Change Order was.....$ 1,111,588.00

The Contract Sum will be increased by this Change Order.....$ 25,590.60.00

The new Contract Sum including this Change Order will be.....**$ 1,137,178.60**

The Contract Time will be increased by **0** days

The Time allowed for completion is therefore _____

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: Wesley M. Corbitt

Date: 09/07/2021

Contractor
APAC – Atlantic, Inc
47 Telfair Place
Savannah, GA 31415

By: [signature]

Date: 25 August 2021

APAC 765081

Change Order # 2

Project: Construction – Blue Jay & McCall Road Realignment

Contract Date: May 5, 2021

Change Order Effective Date: 10/19/2021

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

ITEM	DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
10	Mobilization & General Conditions	1.000	LSU	$10,000.00	$10,000.00
20	Traffic Control	1.000	LSU	$10,000.00	$10,000.00
30	Grading Complete	1.000	LSU	$35,000.00	$35,000.00
40	Clearing and Grubbing	1.000	LSU	$3,500.00	$3,500.00
60	15" FES GDOT STD 1120	4.000	EA	$1,400.00	$5,600.00
70	15" RCP	32.000	LF	$ 110.00	$3,520.00
75	Add 4" GAB to Drives	50.000	SY	$ 41.00	$2,050.00
80	8" GAB	520.000	SY	$ 22.00	$11,440.00
90	12.5 MM 2" Superpave	54.000	TON	$ 169.00	$9,126.00
100	19 MM 2" Superpave	54.000	TON	$ 164.00	$8,856.00
105	18" Roll Curb	110.000	LF	$ 52.50	$5,775.00
110	Signage and Striping	1.000	LSU	$5,250.00	$5,250.00
120	Grassing	1.000	LSU	$1,600.00	$1,600.00
130	Stone Dumped Rip Rap	20.000	SY	$ 65.00	$1,300.00
140	Silt Fence Nonsensitive	550.000	LF	$ 2.60	$1,430.00
150	QC/Material Testing	1.000	LSU	$2,100.00	$2,100.00
160	Remove Existing Concrete	6.000	SY	$ 148.00	$ 888.00
				GRAND TOTAL:	$117,435.00

The original Contract Sum was.....$ 1,111,588.00
Net change by previously authorized Change Orders.....$ 25,590.60.00
The Contract Sum prior to this Change Order was.....$ 1,137,178.60

The Contract Sum will be increased by this Change Order.....$ 117,435.00

The new Contract Sum including this Change Order will be.....**$ 1,254,613.60**

The Contract Time will be increased by **45** days

The Time allowed for completion is therefore **245 days**

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: _____

Date: October 19, 2021

Contractor
APAC – Atlantic, Inc
47 Telfair Place
Savannah, GA 31415

By: _____
Williams Evans, Estimator

Date: 10-29-21

Change Order #3

Project: ITB 21-25-002 – Blue Jay Rd. and McCall Rd. Realignment

Contract Date: May 5, 2021

Change Order Effective Date: January 7, 2022

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
1	Pavement Milling	days	2	Lump Sum	~~$32,000.00~~ $10,080.00
2	Paving	days	2	Lump Sum	~~$10,080.00~~ $32,000.00
3	Striping	feet	3600LF	$1.20/foot	$4,320.00
4	Railroad Road Markings	per	3	$540 EA	$1,620.00

ewl WTM WTM ewl

The original Contract Sum was.....$ 1,111,588.00

Net change by previously authorized Change Orders.....$ 143,025.60

The Contract Sum prior to this Change Order was.....$ 1,254,613.60

The Contract Sum will be increased by this Change Order.....$ 48,020.00

The new Contract Sum including this Change Order will be.....$ 1,302,633.60

The Contract Time will be increased by **4** days

The Time allowed for completion is therefore **249** days

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

By: Wesley M. Corbitt

Date: January 18, 2022

Eric W. Larson ewl

Contractor
APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

By: Matthew T. Mayo

Date: January 18, 2022

Change Order # 4

Project: _Construction – Blue Jay & McCall Road Realignment

Contract Date: May 5, 2021

Change Order Effective Date: _____

Change Order Issued to: APAC – Atlantic, Inc.
47 Telfair Place
Savannah, GA 31415

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
4	Edge line grinded rumbles	1	LS	$1992.00	$1992.00
	TOTAL			**$1992.00**	**$1992.00**

The original Contract Sum was.....$ 1,111,588.00

Net change by previously authorized Change Orders.....$ 191,045.60

The Contract Sum prior to this Change Order was.....$ 1,302,633.60

The Contract Sum will be increased by this Change Order.....$ 1992.00

The new Contract Sum including this Change Order will be.....**$ 1,304,625.60**

The Contract Time will be increased by **0** days

The Time allowed for completion is therefore _____

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

By: _____

Date: _____

Contractor
APAC – Atlantic, Inc
47 Telfair Place
Savannah, GA 31415

By: _____

Date: _____

Staff Report

Subject: Memorandum of Agreement – Mountain Bike Trail Project
Author: Eric Larson, Asst. County Manager
Department: Parks and Landscapes
Meeting Date: May 17, 2022
Item Description: Consider an MOU with the Georgia Hi-Lo Trail, Inc. to construct a mountain bike trail park at Pineora Park.

Summary Recommendation:
Through a MOU agreement, the Georgia Hi-Lo Trail, Inc. organization will use a portion of a $450,000 trail grant from the Chestnut Family Foundation to construct biking trails at Pineora Park. The site's proximity to the old railroad bed designated as the Hi-Lo trail. The site's terrain and the synergy of the area makes this an ideal location.

Executive Summary/Background:

- Georgia Hi-Lo Trail, Inc. is responsible for all costs, including design and construction.
- The County is allowing the use of a portion of the park for the trails.
- The County is agreeable to assisting with construction with loads of dirt and other low-cost or no-cost items provided by the Parks and Landscapes Department.
- The intended use is passive as well as a summer camp held by Georgia Hi-Lo trail.
- The County would assist with maintenance of the trail long-term as needed.
- Georgia Hi-Lo Trail has created a chapter of the Southern Off-Roads Bicycle Association (SOBRA), who has collaborated with the Southeast GA SORBA (SEGA-SORBA) to provide liability insurance and governance for the grant and construction of the trails.
- Hi-Lo Trail intends to hold a summer bike camp, Kids Bike League mountain bicycling programming, starting June of 2022.

Alternatives for Commission to Consider
1 - Approve a MOU for a mountain bike trail park with Georgia Hi-Lo Trail and SEGA-SORBA.
2 – Take no action – Request more information
3 - Deny

Recommended Alternative: Alternative 1

Other Alternatives: Alternative 2

Department Review: County Engineer; County Attorney

Funding Source: No new funding requested.

Attachments:
1. MOU
2. Vicinity Map

Memorandum of Understanding
Between the Effingham County, Georgia and the Georgia Hi-Lo Trail, Inc.

Purpose

The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial Kids Bike League program may be planned and accomplished by Effingham County, Georgia and the Georgia Hi-Lo Trail, Inc. working cooperatively to provide safe bicycling opportunities to the citizens of Effingham County. Such programs and activities will complement Effingham County and are in best interest of the public.

Introduction

Effingham County **[**and Effingham County Parks & Recreation Department**]** are responsible for natural resource management on multiple city owned properties in Effingham County. All hiking and mountain biking trail opportunities fall under the direction of the Effingham County **[**and Effingham County Parks & Recreation Department**]**.

Effingham County shall:

1. Make available opportunities for the furtherance of this MOU, subject to applicable County laws, regulations, and management direction.

2. Provide access to the Pineora Ball Park located at 310 Honey Ridge Road Road, Guyton, Georgia for use by the Georgia Hi-Lo Trail to operate our Kids Bike League mountain bicycling programming starting June of 2022.

3. Provide access to the Pineora Ball Park during the following times for operation of Kids Bike League programming:
    a. Prior to Kids Bike League starting in May 2022 so that SEGA SORBA volunteers, who are supporting the Kids Bike League program sites, may ready the site for summer camp by clearing existing trails of debris.
    b. During the week of June 20 through June 24, 2022 so that we may operate Kids Bike League. We will need access to the site beginning at 7:30 a.m. each morning and will leave by 9 p.m. during this week of summer camp.
    c. During ongoing monthly trail work days and ride days one Saturday per month starting in July 2022.
    d. During winter session of Kids Bike League, which will be the weeks of December 19 and December 26, but not on federal or state holidays.

4. Provide Effingham County information relating to all Kids Bike League programming on the County's properties.

Georgia Hi-Lo Trail shall:

1. Work with Hi-Lo SORBA to provide technical assistance and volunteer labor to the land managers involved in work projects and mountain bicycling opportunities. This is to include construction and maintenance of the trail and management suggestions during and after the trails are completed.

2. Provide insurance for Kids Bike League programming. See Certificate of Liability Insurance with Effingham County added as additional insured (Attachment A).

3. Require all participants, volunteers, coaches or spectators of Kids Bike League sign a USA Cycling ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE waiver. See waiver (Attachment B).

It is mutually agreed and understood by and between said parties that:

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.

3. Nothing in this memorandum shall obligate Effingham County to the Georgia Hi-Lo Trail to expend appropriations or to enter in any contract or other obligation.

4. The cooperators shall comply with all Federal Statutes relating to non-discrimination and all applicable requirements of all Federal laws, executive orders, regulations, and policies. These include but are not limited to (a) Title IV of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683), which prohibits discrimination on basis of sex.

5. The principle contacts for this agreement are:

Mary Charles Howard, Executive Director
Georgia Hi-Lo Trail, Inc.



Signature 4/28/22
Date

Wesley Corbitt,
Chairman,
Effingham County Board of Commissioners

_____
Signature Date

_____, Director
Parks & Recreation Department
Effingham County, Georgia

_____
Signature Date

Attachment A

USACYCL-22

MRODRIGUEZ

DAT 4/28/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Fairly Group Certificates	
Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: certs@fairlygroup.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : HDI Global Specialty SE	
INSURED	INSURER B :	
USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X		HDGL003700597	12/31/2021	12/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X OTHER: Per Event							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job 2022-5525

RMGL 03 09 02 18 SCHEDULE OF NAMED INSUREDS: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date(s) on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement CG 20 26

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Effingham County 310 Honey Ridge Road Guyton, GA 31312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment A

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Fairly Consulting Group, LLC	USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
(4/2013).

Event Number: 2022-5525
Event Name: Kids Bike League - Effingham County
Event Location: Guyton, GA
Event Date(s): 06/24/2022, 06/21/2022, 06/22/2022, 06/20/2022, 06/23/2022

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POLICY NUMBER: HDGL003700597

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

Attachment A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Attachment B

USA Cycling ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE

In consideration of USA Cycling (USAC) allowing me to participate in a USAC sanctioned event, and all activities related to or connected with an event, including travel to and from an event (collectively an “Event”), whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

1. Assumption of Risk. I am aware that cycling and/or participation in an Event, involve inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event is an extreme test of a person’s physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions or negligence, and also from the actions, inactions or negligence of others.

2. Release of Liability. I hereby forever release, waive, and discharge USAC, USA Cycling Development Foundation and each of their respective officers, directors, agents, employees, volunteers, independent contractors, members, clubs, officials, event directors, local associations, sponsors and affiliates as well as the UCI, sponsors, organizers, property owners, law

enforcement agencies, local governments, and other public entities, connected with an Event, and each of their respective officers, agents, employees, and volunteers (collectively, “Releasees”) from any claims that may arise out of or are related to my participation in an Event, including claims arising from the ordinary negligence of Releasees.

3. Covenant Not to Sue and Indemnity Agreement. I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in the Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney’s fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the Event.

4. Health. I represent that I am in good health and proper physical condition to participate in an Event safely. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my well-being at all times while participating in an Event. If I suffer any injury related to or arising from an Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. Rules; Regulations; Equipment. I agree to be familiar with and abide by the rules and regulations established for an Event. I also agree that I amsubject to, and shall abide by, the competitive rules, regulations, policies, and Code of Conduct adopted by USAC as amended from time to time andpublished at

www.usacycling.org. I agree to be familiar with the Event course. I agree to ride and participate to neither endanger myself nor others.I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with USAC rules and regulations, and I assume all responsibility for the selection of such a helmet.

6. Anti-doping. I understand and agree that the UCI Anti-Doping Rules and U.S. Anti-Doping Agency (USADA) Protocol apply to me. I agree to submit to drug testing. If it is determined I may have committed an anti-doping rule violation, I agree to submit to the results management authority and processes of USADA or the results management authority of the UCI and my national federation. I agree that arbitration is my exclusive remedy under the above rules.

7. Use of Information. I understand that USAC may collect or receive my contact information in connection with this agreement, and use it to administer this agreement and for marketing purposes. I further acknowledge, agree and consent that (a) USAC and its designees may share this information with third parties who need access to this information to perform services on USAC's behalf, (b) USAC may also share this information with select marketing partners, and (c) USAC and its select marketing partners may use this information to contact me with information and offers believed to be of interest to me.

8. Media Grant. I irrevocably grant and license to USAC and its affiliates, the right to capture and use my image, likeness, name, voice, comments or other proprietary or public rights in any broadcast, telecast, photograph, video, or audio sound recording taken in connection with an Event, without compensation, for all purposes, including any commercial use so long as such use

does not imply my endorsement of any company, product or service.

9. Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of Colorado, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the federal court located in Denver, Colorado, or state courts located in Colorado Springs and El Paso County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

Memorandum of Understanding
Between Effingham County, Georgia and SEGA SORBA

Purpose

The purpose of this MOU is to establish a framework of cooperation upon which mutually beneficial work projects and bicycling activities may be planned and accomplished by Effingham County, Georgia, and SEGA SORBA (which is a Chapter of the Southern Off-Roads Bicycle Association), working cooperatively on multi-use trail projects in Effingham County. Such programs, projects, and activities will complement Effingham County and are in the best interest of the public.

Introduction

Effingham County **[**and Effingham County Parks and Recreation**]** are responsible for natural resource management on multiple city-owned properties in Effingham County. All hiking and mountain biking trail opportunities fall under the direction of Effingham County **[**and Effingham County Parks and Recreation**]**.

Effingham County shall:

1. Make available opportunities for the furtherance of this MOU, subject to applicable County laws, regulations, and management direction.

2. Provide SEGA SORBA information regarding lands available for multi-use trails to be constructed in Effingham County.

3. Provide SEGA SORBA guidance as to trail limits within the parks in Effingham County.

4. Acknowledge the time and efforts of SEGA SORBA volunteers as an in-kind contribution to Effingham County approximately equal to, but not to exceed, the commercial value of such labor and services.

5. Provide Effingham County information relating to all joint projects with SEGA SORBA in the County's properties.

SEGA SORBA shall:

1. Provide technical assistance and volunteer labor to the land managers involved in work projects and mountain bicycling opportunities. This is to include construction and maintenance of the trail and management suggestions during and after the trails are completed.

2. Encourage its members to work with Effingham County officials to identify and discuss opportunities for cooperative work on mutually beneficial projects or activities.

3. The design, construction, and maintenance of trails on any Effingham County property will follow the standard adopted by Effingham County pursuant to guidelines in the International Mountain Bicycling Association book: *Trail Solutions, IMBA's Guide to Building Sweet Singletrack.*

4. SEGA SORBA may provide comments about proposed improvements to the county properties. Any trail plans or modifications proposed by SEGA SORBA must be approved by Effingham County prior to trail construction.

5. All requests for projects undertaken by SEGA SORBA must be submitted in writing to Effingham County. Work may begin only after approval for projects has been granted in writing.

It is mutually agreed and understood by and between said parties that:

1. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties.

2. This MOU may be modified or amended upon written consent of both parties or may be terminated with 60-day written notice of either party.

3. Nothing in this memorandum shall obligate Effingham County to SEGA SORBA to expend appropriations or to enter in any contract or other obligation.

4. The cooperators shall comply with all Federal Statutes relating to non-discrimination and all applicable requirements of all Federal laws, executive orders, regulations, and policies. These include but are not limited to (a) Title IV of the Civil Rights Act of 1964 (40 U.S.C. 2000), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683), which prohibits discrimination on basis of sex.

5. The principle contacts for this agreement are:

Chad Brock, President SEGA SORBA



Signature Date

Wesley Corbitt,
Chairman,
Effingham County Board of Commissioners

_____
Signature Date

_____, General Manager
Parks and Recreation for Effingham County

_____
Signature Date


296-51
FLOYD AVE
296-30A
EFFINGHAM COUNTY BOC
0 SECOND ST
296-30B
EFFINGHAM COUNTY BOC
0 CENTRAL AVE
CENTRAL AVE
296-46B
GRINER HUBERT THAD J
0 HWY 17
296-30
SMITH GAIL K
780 FLOYD AVE
296-30A
EFFINGHAM COUNTY BOC
0 SECOND ST
296-31
SMITH FRANKLIN D &
794 FLOYD AVE
296-30B
EFFINGHAM COUNTY BOC
0 CENTRAL AVE
296-16
460 HONEY RIDGE RD
296-74
EFFINGHAM COUNTY BOC
0 HONEY RIDGE RD
296-34
CLAXTON THOMAS W
416 HONEY RIDGE RD
HONEY RIDGE RD
HONEY RIDGE RD
HONEY RIDGE RD
296A-39
ALLEN DEBORAH
209 HONEY RIDGE RD

Staff Report

Subject: New County Administrative Building Renovations – Change Order 3
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: May 17, 2022
Item Description: Change Order #3 relates to changes requested during construction, increased scope of services, and unforeseen item needed to complete construction.

Summary Recommendation:
As construction of the Administration Building progressed, several small changes and added work was needed to complete the building. Due to the rapid development and resolution needed for these issues, they were approved by the project team. This change order is a summary of these remaining items needed to close out the construction and pay out the contract. The resultant change order is $76,914.01 and 140 days to the project schedule.

Executive Summary/Background:
- Original contract amount to Copper Construction is $887,671.00
- Change Order 1 approved April 6, 2021 was $79,131.50
- Change Order 2 approved June 1, 2021 was $176,460.31
- Revise contract amount, with Change Order 3, is $1,220,176.82
- Project Notice to Proceed was issued January 4, 2021
- Project Duration was revised to 230 calendar days (completion date of August 21, 2021) via Change Order 1. No time was added with Change Order 2.
- New project completion date is January 8, 2022. Substantial completion on the project was approximately November 1, 2021.

Alternatives for Commission to Consider
1 - Approve Change Order 3 in the amount of $76,914.01 and a time extension of 140 days.
2 – Take no action
3 – Deny the change order. Since all the work is complete, additional discussion with the contractor and an amended change order proposal will be needed.

Recommended Alternative: Alternative 1
Other Alternatives: N/A

Department Review: County Engineering; County Attorney

Funding Source: 100-1565-021-54-1306 General Fund

Attachments: 1. Change Order 3 request from Copper Construction

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*
Effingham County Admin Bldg
802 S. Laurel Street

OWNER: *(name and address)*
Effingham County Commission
601 N. Laurel Street
Springfield GA 31329

CONTRACT INFORMATION:
Contract For: ITB-21-005 - EffCoAdmin
Date: 01/04/2021

ARCHITECT: *(name and address)*
Greenline Architecture
28 E 35th St
Savannah GA 31401

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: 04/14/2022

CONTRACTOR: *(name and address)*
Copper Construction
410 McIntosh Street
Vidalia GA 30474

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached Change Order Summary :
PCO #10: (+) $1,105.23
PCO #14: (+) $16,281.04
PCO #15: (+) 3,868.42
PCO #16 (+) $55,659.32

Time is increased by 140 days as follows:
1 days - PCO 10.
14 days - PCO 14
140 days - PCO 16 (dealy of materials, etc.)

The original Contract Sum was	$	887,671.00
The net change by previously authorized Change Orders	$	255,591.81
The Contract Sum prior to this Change Order was	$	1,143,262.81
The Contract Sum will be increased by this Change Order in the amount of	$	76,914.01
The new Contract Sum, including this Change Order, will be	$	1,220,176.82

The Contract Time will be increased by (155) days.

The new date of Substantial Completion will be January 04, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Greenline Architecture	COPPER CONSTRUCTION CO.	
SIGNATURE	SIGNATURE	SIGNATURE
Keith E. Howington, Project Mangr	JOHN MILLER, PROJECT MANAGER	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
03/10/2021	4/25/22	
DATE	DATE	DATE

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PCO #10

COPPER CONSTRUCTION COMPANY, INC.

April 16, 2021

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: Relocate Hose Bibb

The following Cost Proposal is for relocating the hose bibb located between Rooms 123 and 124 due to the proximity to the existing electrical panels per RFI #12.

Time Extension - 1 Calendar Days

Cost as follows:

Material

13 LF	3/4" Type L Hard Drawn Copper		$ 60.00
3 EA	3/4" Copper Coupling		$ 6.00
1 LS	Solder, Flux, and Sandpaper		$ 22.00
15 LF	3/4" Fibergalss Insulation and Glue		$ 56.53
2 EA	3/4" Copper 90 Degree Ell		$ 4.00
2 EA	3/4" Copper 45 Degree Ell		$ 4.00
1 LS	B-Tank Gas		$ 4.00
4 EA	Copper Hangers, Rod, Nuts, and Washers		$ 56.00
4 EA	Pipe Saddles		$ 16.00
1 ROLL	ASJ Tape		$ 16.17
			$ -
			$ -
		Material	$ 244.70
		Sales Tax	$ -
		Total Material	$ 244.70

Labor

1 ea	Foreman	3 HRS	$ 105.00
1 ea	Plumber	8 HRS	$ 240.00
1 ea	Plumber Helper	8 HRS	$ 144.00
			$ -
		Labor	$ 489.00
		Labor Tax	$ 146.70
		Total	$ 635.70

Subcontractor

	$ -
	$ -
Subcontract Total	$ -

Eric W. Larson

Approved.
4/14/21
Eric Larson, Asst. Co. Mgr.

Equipment Rental

1 ea	Foreman Truck	1 Days	$ 45.00
		Days	$ -
		Days	$ -
		Days	$ -
			$ -
		Total	$ 45.00

Total Material		$ 244.70
Total Labor		$ 635.70
Total Equipment Rental		$ 45.00
Total Subcontractor		$ -
Subtotal		$ 925.40
	10% Overhead	$ 92.54
		$ 1,017.94
	7.5% Profit	$ 76.35
		$ 1,094.29
	1.0% Bond	$ 10.94
TOTAL		$ 1,105.23

Proposal is valid for 45 Days

Thank You,

Andy Page
AP/jm

PCO 14

COPPER CONSTRUCTION COMPANY, INC.

June 17, 2021

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: North Building Carpet

The following Cost Proposal is for demolition and replacement of the carpet at the North Building Stair and Second Floor.

Time Extension - 14 Calendar Days

Cost as follows:

Material				
1 pick	Dumpster		$	850.00
			$	-
		Material	$	850.00
		Sales Tax	$	-
		Total Material	$	850.00
Labor				
1 ea	Supervision - Jonathan NeeSmith	10 HRS	$	350.00
		0 HRS	$	-
		0 HRS	$	-
			$	-
		Labor	$	350.00
		Labor Tax	$	105.00
		Total	$	455.00

Subcontractor			
Terry's Contract Flooring	North Building - 2nd Floor Carpet	$	8,652.00
Terry's Contract Flooring	North Building - 2nd Floor Demo Existing Carpet	$	1,200.00
Terry's Contract Flooring	North Building - 2nd Floor Sand Floors for Glue	$	975.00
Terry's Contract Flooring	North Building - Stairwell - Demo and Replace Carpet	$	1,500.00
		$	-
	Subcontract Total	$	12,327.00

6-23-21

Per verbal approval by Eric Larson

approved. 6/24/21
Eric W. Larson
Eric Larson, Asst. Co. Mgr.

Equipment Rental

0 Days		$	-
Days		$	-
Days		$	-
Days		$	-
		$	-
Total		$	-
Total Material		$	850.00
Total Labor		$	455.00
Total Equipment Rental		$	-
Total Subcontractor		$	12,327.00
Subtotal		$	13,632.00
	10% Overhead	$	1,363.20
		$	14,995.20
	7.5% Profit	$	1,124.64
		$	16,119.84
	1.0% Bond	$	161.20
TOTAL		$	16,281.04

Proposal is valid for 30 Days

Thank You,

John Miller

John Milller
JM/jm

Terry's Contract Flooring
111 W. First Street
Vidalia, GA 30474
(912) 537-2088 FAX (912) 537-7150
terrysflooring@terryscontractflooring.com

TO: Project Manger

COMPANY: Copper

DATE: June 17, 2021

PROJECT: Effingham County

The following bid includes material, tax and labor. Quote is based on finish schedule. All areas to receive new material should be smoothed and leveled by the General Contractor. We will perform minor patchwork; small holes, and joints (100lbs max.) Leveling will be priced separately according to amount of work needed. All demolition to be done by the General Contractor. **Price includes a standard one-year labor warranty ONLY**. General Contractor is responsible for protection of materials after installation. All prices in this bid are good for 45 days. We are not responsible for any caulking. ***All floor testing to be conducted by contractor.*** Price does not include cleaning, waxing, grinding, or sealing.

The following price is for the second floor in the north building carpet tiles installed $8,652.00.

Demo the carpet north side $1,200.00.

Sand the floor for the glue $975.00.

The stairs on the north end carpet will be 12 ft goods Material, labor and demo of steps $1,500.00.

*** If we are awarded this subcontract, an executed copy of this attachment. must be made a part of the body of the subcontract agreement.

Thank you,

Terry Edmonds

PCO #15

COPPER CONSTRUCTION COMPANY, INC.

August 6, 2021

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: Security Camera Wiring

The following Cost Proposal is for data cable drops for IP Cameras

Time Extension - ~~14 Calendar Days~~ Zero day extension. EWL

Cost as follows:

Material

			$ -
			$ -
		Material	$ -
		Sales Tax	$ -
		Total Material	$ -

Labor

1 ea	Supervision - Jonathan NeeSmith	10 HRS	$ 350.00
		0 HRS	$ -
		0 HRS	$ -
			$ -
		Labor	$ 350.00
		Labor Tax	$ 105.00
		Total	$ 455.00

Subcontractor

Counts Communications	15 Data Drops for IP Cameras		$ 2,784.00
			$ -
			$ -
			$ -
			$ -
		Subcontract Total	$ 2,784.00

Equipment Rental

0 Days		$ -
Days		$ -
Days		$ -
Days		$ -
		$ -
Total		$ -
Total Material		$ -
Total Labor		$ 455.00
Total Equipment Rental		$ -
Total Subcontractor		$ 2,784.00
Subtotal		$ 3,239.00
	10% Overhead	$ 323.90
		$ 3,562.90
	7.5% Profit	$ 267.22
		$ 3,830.12
	1.0% Bond	$ 38.30
TOTAL		$ 3,868.42

Proposal is valid for 30 Days

Thank You,

John Miller

JM/jm

Approved w/o time extension.
Eric Larson, Asst. Co. Mgr.
8/9/21

Eric W. Larson

Counts Communications, Inc.
P.O. Box 1544
Sylvania, GA 30467 US
countscomm@planters.net

Proposal

ADDRESS
Copper Construction Company, Inc
410 McIntosh Street
Vidalia, GA 30474

SHIP TO
Copper Construction Company, Inc
410 McIntosh Street
Vidalia, GA 30474

PROPOSAL # 1888
DATE 07/27/2021

ACTIVITY	QTY	RATE	AMOUNT
Parts Project to add 15 data cable drops for IP cameras	1	1,200.00	1,200.00T
Labor	1	1,500.00	1,500.00

SUBTOTAL	2,700.00
TAX (7%)	84.00
TOTAL	**$2,784.00**

Accepted By

Accepted Date

PCO #16

COPPER CONSTRUCTION COMPANY, INC.

February 14, 2022

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

Attn: Eric Larson

Project: Effingham County Administration Building
Springfield, GA
Project No. - 21-005

Re: Final Change Order

The following Cost Proposal is for additional work requested by Effingham County

Time Extension - 90 Calendar Days

Cost as follows:

Material

	Two New Rooms at Room 209		
60 ea	2 x 4 x 10 studs	$	879.00
2 ea	2 x 6 x 10 Headers	$	41.04
10 lb	3" Wood Screws	$	39.98
12 ea	4 x 12 x 5/8" Gypsum Board	$	219.36
1 bkt	Joint Compound	$	16.78
1 roll	Tape	$	2.37
10 lb	1 1/4" Sheetrock Screws	$	24.98
1 ea	Corner Bead - 10'	$	3.58
2 ea	Return Grilles	$	130.00
2 ea	Data Boxes	$	9.30
20 lf	1" EMT Conduit	$	42.00
2 ea	Receptacle Boxes	$	9.30
2 ea	Receptacles	$	3.69
2 ea	Switches (Occupancy Sensor)	$	7.28
100 lf	MC Cable 12-2	$	90.00
40 lf	3/4" EMT Conduit - Red'	$	175.16
4 ea	boxes	$	18.60
1 ea	Plaster Ring	$	1.83
4 ea	3/4" EMT Connectors	$	2.96
2 ea	Box Covers	$	2.94
3 ea	3/4" EMT Couplings	$	1.50
10 ea	MC Cable Connectors	$	8.70
20 ea	MC Cable Straps	$	3.80
40 lf	MC Cable 12-3	$	62.00
2 bags	Insulation	$	153.08
1 ea	Flat Tap - 10" Round	$	28.00
2 ea	10" 90 Degree	$	30.00
10 lf	10" Round Duct	$	30.00
1 ea	10-8 Reducer	$	10.00
10 lf	8" Round Duct	$	24.00
1 ea	8" Saddle Tap	$	18.50
1 ea	8" 90 Degree	$	11.00
50 lf	Duct Insulation	$	37.50
2 rolls	Foil Tape	$	25.00
	Rescrew Subfloor on Second Floor South Building		
1 box	3" Exterior Wood Screws	$	114.02
	Repair Crack in Concrete Slab		
1 ea	Concrete Repair Kit	$	47.44
1 ea	4 1/2" Turbo Blade	$	10.43
1 ea	Stainless Steel Brush	$	2.83
1 tube	Concrete Crack Seal	$	25.56
	Paint Additional Rooms		
15 gal	Paint	$	719.70
2 ea	Rollers	$	8.36
16 ea	Naps	$	66.56
2 bags	Rags	$	23.96
1 roll	Plastic	$	32.00
4 ea	Brushes	$	61.88

	Copy Room 308		
20 ea	2 x 4 x 10 studs		$ 293.00
10 lbs	3" Wood Screws		$ 39.98
5 shts	4 x 12 x 5/8" Gypsum Board		$ 91.40
10 lbs	1 1/4" Sheetrock Screws		$ 24.98
1 bkt	Joint Compound		$ 16.78
1 roll	Tape		$ 2.37
20 lf	Corner Bead - 10'		$ 7.16
	Room 304 Add Power and Data Drop		
40 lf	MC Cable 12-2		$ 36.00
1 ea	Cut In Box		$ 2.28
1 set	F-Clips		$ 2.00
1 ea	Receptacle Cover		$ 0.47
6 ea	MC Cable Straps		$ 1.14
	Room 118 Power Pole Installation - Power Pole Provided by OWNER		
150 lf	MC Cable 12-2		$ 135.00
6 ea	MC Cable Connectors		$ 5.22
30 ea	MC Cable Straps		$ 5.70
2 ea	Duplex Receptacles		$ 3.69
6 ea	Duplex Receptacle Covers		$ 7.86
	Conference Room Lights		
1 ls	Lights		$ 1,899.90
	New Pass Through Window on 2nd Floor		
1 ea	Window Frame - See Below		$ -
1 ea	Glass		$ 100.00
	Additional Data Drops - Room 215		
2 ea	Box		$ 9.30
20 lf	3/4" EMT Conduit		$ 87.58
	Repair Existing Hole in Second Floor Subfloor		
1 sht	3/4" Advantech Subfloor		$ 87.00
25 ea	2" Screws		$ 2.50
			$ -
			$ -
		Material	$ 6,137.28
		Sales Tax	$ -
		Total Material	$ 6,137.28

Labor

1 ea	Supervision - Jonathan NeeSmith	82 HRS	$ 2,870.00
1 ea	Electrical Supervisor	32 HRS	$ 1,120.00
1 ea	Electrician	37 HRS	$ 1,110.00
1 ea	Carpenter	58 HRS	$ 1,450.00
1 ea	Carpenter	42 HRS	$ 1,050.00
1 ea	Laborer	54 HRS	$ 972.00
1 ea	Insulators	10 HRS	$ 250.00
1 ea	Insulators	10 HRS	$ 250.00
1 ea	HVAC Mechanic	20 HRS	$ 600.00
1 ea	Painter	101 HRS	$ 2,020.00
		0 HRS	$ -
		0 HRS	$ -
			$ -
		Labor	$ 11,692.00
		Labor Tax	$ 3,858.36
		Total	$ 15,550.36

Subcontractor

Deduct Signage	$ (9,500.00)
Deduct Door Hardware Material and Installation	$ (21,000.00)
Deduct Cabinetwork in Breakroom	$ (1,000.00)
Deduct Window Blinds	$ (27,200.00)
Window Blinds	$ 5,671.00
Cabinetwork in Breakroom	$ 200.00
Door Hardware and Installation	$ 46,383.68
Additional Trim and Solid Surface	$ 4,271.00
Additional Data Drops	$ 8,085.00
Carpet on South Stair	$ 950.00
LVT at Room 104	$ 1,899.00
Hang and Finish Gyp. Bd. Rooms 226 and 227	$ 1,000.00
Door, Frame, and Hardware - Door 307A	$ 736.16
Door, Frame, and Hardware - Doors 226 and 227	$ 1,596.44
Type B Window - Second Floor	$ 129.47
Door, Frame, and Hardware - Door 114A	$ 2,851.55
Fire Rating Changes to Doors and Frames per the Submittals	$ 1,412.40
Additional Painting per Supplemental Drawings	$ 3,450.00
Expedite Wood Doors	$ 2,176.38
Hollow Metal Frame Escalation	$ 327.42
Wood Door Escalation	$ 306.02
	$ -
	$ -

	$ -
Subcontract Total	$ 22,745.52

Equipment Rental

Superintendent Truck	9 Days	$	405.00
Electrical Supervisor Truck	3 Days	$	135.00
Insulator Truck	1 Days	$	45.00
HVAC Mechanic Truck	2 Days	$	90.00
Painter Truck	11 Days	$	495.00
Small Tools	1 LS	$	1,000.00
		$	-
		$	-
		$	-
	Total	$	2,170.00

Total Material		$	6,137.28
Total Labor		$	15,550.36
Total Equipment Rental		$	2,170.00
Total Subcontractor		$	22,745.52
Subtotal		$	46,603.16
	10% Overhead	$	4,660.32
		$	51,263.48
	7.5% Profit	$	3,844.76
		$	55,108.24
	1.0% Bond	$	551.08
TOTAL		$	55,659.32

Proposal is valid for 30 Days

Thank You,

John Milller
JM/jm

Staff Report

Subject: Construction Contract for ITB 22-25-008 for 2021 FDRE road resurfacing project
Author: Eric Larson, Assistant County Manager
Department: Public Works/Roads
Meeting Date: May 17, 2022
Item Description: Approval to award a contract for the 2021 FDRE road resurfacing project expenditures.

Summary Recommendation: Staff recommends approval of Contract 22-25-008 to Ranger Construction for the 2021 FDRE road resurfacing project.

Executive Summary/Background:

- On June 15, 2021, the County contracted with Roberts Civil Engineering to prepare the design and construction management of the ash base road full depth reclamation with asphalt emulsion (FDRE) project. Contract for design is $ 449,285.00.
- On February 23, 2022, staff posted an ITB 22-25-008 for 2021 FDRE road resurfacing project for an estimated 20 miles of ash base road FDRE, chip-seal resurfacing, traffic signs, pavement markings, and as-needed drainage repairs at various locations around unincorporated Effingham County. The locations include all or portions of Courthouse Rd. Ext., Archer Rd., Bethany Rd., Bird Rd., Clark Rd., Corinth Church Rd., Floyd Ave. Old Augusta Road North, Old Dixie Hwy. South, Whitaker Rd., Mt. Pleasant Rd., and Scuffletown Rd. An alternate to resurface with hot mixed asphalt (HMA) was also requested.
- TSPLOST funding is $ 7,534,353.50 for both design and construction.
- The ITB was posted to the County website, sent to 100 contacts in Vendor Registry, and the Georgia DOAS website (over 787 vendors / 1,256 contacts combined).
- A mandatory Pre-Bid meeting was held on March 21, 2022. 11 participants representing 8 potential bidding companies attended.
- Bids were due on April 18, 2022. The County did not receive any bids.
- With no bids, the County staff entered into negotiations with the most qualified contractor among the registered bidders, Ranger Construction.
- Ranger Construction has submitted a quote for all roads included in the bid package in the amount of $15,485,303.00. Available funding is $7,085,068.50.
- Staff will continue to work with Ranger Construction to determine a prioritization of the FDR project roads to meet available funding.

Alternatives for Commission to Consider

1. Approval of Contract 22-25-008 to Ranger Construction in the amount of $7,085,068.50, to implement to list of project roads presented at the May 17th BOC meeting.
2. Approval of Contract 22-25-008 to Ranger Construction in the amount of $18,485,302.65.
3. Take no action – Rebid or cancel project.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: *Purchasing, Finance, Asst. County Manager*
Funding Source: 2020 TSPLOST Funds
Attachments:

1. Bid proposal from Ranger Construction.

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Archer Rd. Base Bid				
20	Submittals	1.000	LS	877.50	877.50
30	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
40	Traffic and Safety Control	1.000	LS	23,400.00	23,400.00
50	Mobilization and Demobilization	1.000	LS	91,500.00	91,500.00
60	18" RCP Driveway drain (LF)	16.000	LF	187.70	3,003.20
70	6" FDR Treatment Mix 1	13,222.000	SY	6.50	85,943.00
80	FDR Emulsion Mix 1 (3.4 gal/SY)	45,854.000	GAL	6.15	282,002.10
90	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,810.00	8,810.00
100	MC-70 Bituminous Primer with Sand	13,222.000	SY	1.25	16,527.50
110	Double Surface Treatment w/ #7, 89 and sand seal (	12,618.000	SY	8.00	100,944.00
120	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
130	Shoulder Clipping and Grading	1.500	AC	3,210.00	4,815.00
140	5" Solid Traffic Stripe-Yellow (High Build)	5,432.000	LF	1.35	7,333.20
150	5" Solid Traffic Stripe- White (High Build)	10,864.000	LF	1.35	14,666.40
160	5" Skip Traffic Stripe- Yellow (High Build)	5,432.000	GLF	0.75	4,074.00
170	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
180	Turf Establishment	1.500	AC	6,670.00	10,005.00
190	Temporary Grassing	1.500	AC	2,670.00	4,005.00
200	Stop Sign to include post	2.000	EA	300.00	600.00
210	Speed Limit Sign to include post	2.000	EA	300.00	600.00
220	Sanitary Facilities	1.000	LS	180.00	180.00
230	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
240	Remove and Dispose of Fly Ash Subbase	5.000	CY	211.90	1,059.50
250	Imported Structural Fill	23.000	CY	38.60	887.80
260	Flush Driveway Pipes	1.000	EA	3,200.00	3,200.00
270	Property Protection	1.000	LS	2,670.00	2,670.00
	Archer Base Total				**$673,378.75**
	Archer Rd. Alternate				
290	Single Surface Treatmemt (Chip Seal), stone size #	12,618.000	SY	3.45	43,532.10
300	Double Surface Treatment w/ #7, 89 and sand seal (	-12,618.000	SY	8.00	-100,944.00
310	2" Asphalt Surface Course 12.5 mm Superpave	1,388.000	TN	134.80	187,102.40
	Arhcer Alternate Total				**$129,690**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Archer Base & Alternate Total				**$803,069.25**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Bethany Rd Base Bid				
330	Submittals	1.000	LS	877.50	877.50
340	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
350	Traffic and Safety Control	1.000	LS	42,800.00	42,800.00
360	Mobilization and Demobilization	1.000	LS	102,500.00	102,500.00
370	24" RCP Cross Drain (LF)	43.000	LF	245.30	10,547.90
380	18" RCP Driveway drain (LF)	420.000	LF	175.50	73,710.00
390	6" FDR Treatment Mix 1	19,792.000	SY	6.50	128,648.00
400	FDR Emulsion Mix 1 (3.4 gal/SY)	68,637.000	GAL	6.15	422,117.55
410	FDR Emulsion Mix 3 (4.3 gal/SY)	1.000	GAL	6.15	6.15
420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,200.00	13,200.00
430	MC-70 Bituminous Primer with Sand	19,792.000	SY	1.25	24,740.00
440	Double Surface Treatment w/ #7, 89 and sand seal (	18,859.000	SY	8.00	150,872.00
450	Cut New Ditch (to include hauling and removal of	45.000	CY	63.80	2,871.00
460	Deepen Existing Ditch (to include hauling and rem	16.000	CY	63.90	1,022.40
470	Clear/Mow Ditches	1.000	LS	4,670.00	4,670.00
480	Shoulder Clipping and Grading	2.310	AC	3,210.00	7,415.10
490	5" Solid Traffic Stripe- Yellow (High Build)	8,395.000	LF	1.35	11,333.25
500	5" Solid Traffic Stripe- White (High Build)	16,790.000	LF	1.35	22,666.50
510	5" Skip Traffic Stripe- Yellow (High Build)	8,395.000	GLF	0.75	6,296.25
520	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
530	Turf Establishment	2.310	AC	6,670.00	15,407.70
540	Temporary Grassing	2.310	AC	2,670.00	6,167.70
550	Stop Sign to include post	2.000	EA	300.00	600.00
560	Speed Limit Sign to include post	2.000	EA	300.00	600.00
570	Sanitary Facilities	1.000	LS	180.00	180.00
580	Removal of Unsuitable Subgrade	36.000	CY	50.00	1,800.00
590	Remove and Dispose of Fly Ash Subbase	8.000	CY	211.90	1,695.20
600	Imported Structural Fill	36.000	CY	38.65	1,391.40
610	Flush Driveway Pipes	26.300	EA	791.00	20,803.30
620	Property Protection	1.000	LS	2,670.00	2,670.00
	Bethany Base Total				**$1,079,405.60**
	Bethany Rd. Alternate				

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
640	Single Surface Treatmemt (Chip Seal), stone size #	18,859.000	SY	3.45	65,063.55
650	Double Surface Treatment w/ #7, 89 and sand seal (	-18,859.000	SY	8.00	-150,872.00
660	2" Asphalt Surface Course 12.5 mm Superpave	2,074.000	TN	141.70	293,885.80
	Bethany Alternate Total				**$208,077.35**
	Bethany Base & Alternate Total				**$1,287,482.95**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Bird Rd. Base Bid				
680	Submittals	1.000	LS	877.50	877.50
690	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
700	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
710	Mobilization and Demobilization	1.000	LS	76,500.00	76,500.00
720	24" RCP Cross Drain (LF)	240.000	LF	206.80	49,632.00
730	18" RCP Driveway drain (LF)	80.000	LF	187.70	15,016.00
740	6" FDR Treatment Mix 1	14,854.000	SY	6.50	96,551.00
750	FDR Emulsion Mix 1 (3.4 gal/SY)	51,513.000	GAL	6.15	316,804.95
760	Construction Material Testing (CMT) and Quality Co	1.000	LS	9,900.00	9,900.00
770	MC-70 Bituminous Primer with Sand	14,854.000	SY	1.25	18,567.50
780	Double Surface Treatment w/ #7, 89 and sand seal (	14,154.000	SY	8.00	113,232.00
790	Cut New Ditch (to include hauling and removal of	25.000	CY	63.90	1,597.50
800	Deepen Existing Ditch (to include hauling and rem	14.000	CY	63.90	894.60
810	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00
820	Tree/stump Removal	1.000	EA	5,000.00	5,000.00
830	Shoulder Clipping and Grading	1.730	AC	3,210.00	5,553.30
840	5" Solid Traffic Stripe- Yellow (High Build)	6,298.000	LF	1.35	8,502.30
850	5" Solid Traffic Stripe- White (High Build)	12,596.000	LF	1.35	17,004.60
860	5" Skip Traffic Stripe- Yellow (High Build)	6,298.000	GLF	0.75	4,723.50
870	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
880	Turf Establishment	1.730	AC	6,670.00	11,539.10
890	Temporary Grassing	1.730	AC	2,670.00	4,619.10
900	Stop Sign to include post	2.000	EA	300.00	600.00
910	Speed Limit Sign to include post	2.000	EA	300.00	600.00
920	Sanitary Facilities	1.000	LS	180.00	180.00
930	Removal of Unsuitable Subgrade	27.000	CY	49.90	1,347.30
940	Remove and Dispose of Fly Ash Subbase	6.000	CY	211.90	1,271.40
950	Imported Structural Fill	27.000	CY	38.55	1,040.85
960	Flush Driveway Pipes	5.000	EA	640.00	3,200.00
970	Property Protection	1.000	LS	2,670.00	2,670.00
	Bird Base Total				**$775,361.20**
	Bird Rd. Alternate				

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
990	Single Surface Treatmemt (Chip Seal), stone size #	14,154.000	SY	3.45	48,831.30
1000	Double Surface Treatment w/ #7, 89 and sand seal (	-14,154.000	SY	8.00	-113,232.00
1010	2" Asphalt Surface Course 12.5 mm Superpave	1,557.000	TN	143.90	224,052.30
	Bird Alternate Total				**$159,651.60**
	Bird Base & Alternate Total				**$935,012.80**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Clark Rd. Base Bid				
1030	Submittals	1.000	LS	877.50	877.50
1040	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
1050	Traffic and Safety Control	1.000	LS	23,400.00	23,400.00
1060	Mobilization and Demobilization	1.000	LS	80,000.00	80,000.00
1070	24" RCP Cross Drain (LF)	96.000	LF	231.10	22,185.60
1080	18" RCP Driveway drain (LF)	64.000	LF	192.20	12,300.80
1090	6" FDR Treatment Mix 1	12,880.000	SY	6.50	83,720.00
1100	FDR Emulsion Mix 1 (3.4 gal/SY)	44,668.000	GAL	6.15	274,708.20
1110	MC-70 Bituminous Primer with Sand	12,880.000	SY	1.25	16,100.00
1120	Double Surface Treatment w/ #7, 89 and sand seal (	12,274.000	SY	8.00	98,192.00
1130	Cut New Ditch (to include hauling and removal of	23.000	CY	63.80	1,467.40
1140	Deepen Existing Ditch (to include hauling and rem	51.000	CY	63.80	3,253.80
1150	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
1160	Shoulder Clipping and Grading	1.500	AC	3,210.00	4,815.00
1170	5" Solid Traffic Stripe-Yellow (High Build)	5,451.000	LF	1.35	7,358.85
1180	5" Solid Traffic Stripe- White (High Build)	10,902.000	LF	1.35	14,717.70
1190	5" Skip Traffic Stripe- Yellow (High Build)	5,451.000	GLF	0.75	4,088.25
1200	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
1210	Turf Establishment	1.500	AC	6,670.00	10,005.00
1220	Temporary Grassing	1.500	AC	2,670.00	4,005.00
1230	Stop Sign to include post	2.000	EA	300.00	600.00
1240	Speed Limit Sign to include post	2.000	EA	300.00	600.00
1250	Sanitary Facilities	1.000	LS	180.00	180.00
1260	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
1270	Remove and Dispose of Fly Ash Subbase	5.000	CY	211.90	1,059.50
1280	Imported Structural Fill	23.000	CY	38.60	887.80
1290	Flush Driveway Pipes	4.000	EA	800.00	3,200.00
1300	Property Protection	1.000	LS	2,670.00	2,670.00
	Clark Base Total				**$676,667.95**
	Clark Rd. Alternate				
1320	Single Surface Treatmemt (Chip Seal), stone size #	12,274.000	SY	3.35	41,117.90
1330	Double Surface Treatment w/ #7, 89 and sand seal (	-12,274.000	SY	8.00	-98,192

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1340	2" Asphalt Surface Course 12.5 mm Superpave	1,350.000	TN	156.20	210,870.00
	Clark Alternate Total				**$153,795.90**
	Clark Base & Alternate Total				**$830,463.85**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Corinth Church Rd. Base Bid				
1360	Submittals	1.000	LS	877.50	877.50
1370	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
1380	Traffic and Safety Control	1.000	LS	93,100.00	93,100.00
1390	Mobilization and Demobilization	1.000	LS	202,000.00	202,000.00
1400	24" RCP Cross Drain (LF)	528.000	LF	209.00	110,352.00
1410	18" RCP Driveway drain (LF)	656.000	LF	167.20	109,683.20
1420	6" FDR Treatment Mix 2	50,910.000	SY	6.50	330,915.00
1430	FDR Emulsion Mix 2 (3.7 gal/SY)	192,134.000	GAL	6.15	1,181,624.10
1440	Construction Material Testing (CMT) and Quality Co	1.000	LS	33,900.00	33,900.00
1450	MC-70 Bituminous Primer with Sand	50,910.000	SY	1.25	63,637.50
1460	Single Surface Treatmemt (Chip Seal), stone size #	48,509.000	SY	3.45	167,356.05
1470	2" Asphalt Surface Course 12.5 mm Superpave	5,336.000	TN	137.40	733,166.40
1480	Cut New Ditch (to include hauling and removal of	47.000	CY	63.80	2,998.60
1490	Deepen Existing Ditch (to include hauling and rem	52.000	CY	63.80	3,317.60
1500	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
1510	Tree/stump Removal	3.000	EA	5,000.00	15,000.00
1520	Shoulder Clipping and Grading	5.950	AC	3,210.00	19,099.50
1530	5" Solid Traffic Stripe- Yellow (High Build)	21,609.000	LF	1.35	29,172.15
1540	5" Solid Traffic Stripe- White (High Build)	43,218.000	LF	1.35	58,344.30
1550	5" Skip Traffic Stripe- Yellow (High Build)	21,609.000	GLF	0.75	16,206.75
1560	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
1570	Turf Establishment	5.950	AC	6,670.00	39,686.50
1580	Temporary Grassing	5.950	AC	2,670.00	15,886.50
1590	Stop Sign to include post	2.000	EA	300.00	600.00
1600	Speed Limit Sign to include post	4.000	EA	300.00	1,200.00
1610	Sanitary Facilities	1.000	LS	180.00	180.00
1620	Removal of Unsuitable Subgrade	93.000	CY	49.90	4,640.70
1630	Remove and Dispose of Fly Ash Subbase	20.000	CY	211.90	4,238.00
1640	Imported Structural Fill	93.000	CY	38.60	3,589.80
1650	Flush Driveway Pipes	41.000	EA	800.00	32,800.00
1660	Property Protection	1.000	LS	6,000.00	6,000.00
	Corinth Church Base Total				**$3,294,668.85**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Corinth Church Rd. Alternate				
1680	Single Surface Treatmemt (Chip Seal), stone size #	48,509.000	SY	3.45	167,356.05
1690	Double Surface Treatment w/ #7, 89 and sand seal (	-48,509.000	SY	8.00	-388,072.00
1700	2" Asphalt Surface Course 12.5 mm Superpave	5,336.000	TN	137.70	734,767.20
	Corinth Church Alternate Total				**$514,051.25**
	Corinth Base & Alternate Total				**$3,808,720.10**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Courthouse Rd. Base Bid				
1720	Submittals	1.000	LS	877.50	877.50
1730	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
1740	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
1750	Mobilization and Demobilization	1.000	LS	74,000.00	74,000.00
1760	6" FDR Treatment Mix 1	16,402.000	SY	6.50	106,613.00
1770	FDR Emulsion Mix 1 (3.4 gal/SY)	56,884.000	GAL	6.15	349,836.60
1780	MC-70 Bituminous Primer with Sand	16,402.000	SY	1.25	20,502.50
1790	Single Surface Treatmemt (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1800	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	148.40	255,248.00
1810	Clear/Mow Ditches	1.000	LS	4,330.00	4,330.00
1820	Shoulder Clipping and Grading	1.890	AC	3,210.00	6,066.90
1830	5" Solid Traffic Stripe-Yellow (High Build)	6,857.000	LF	1.35	9,256.95
1840	5" Solid Traffic Stripe- White (High Build)	13,714.000	LF	1.35	18,513.90
1850	5" Skip Traffic Stripe- Yellow (High Build)	6,857.000	GLF	0.75	5,142.75
1860	24" Stop Bar (High Build)	2.000	EA	435.00	870.00
1870	Turf Establishment	1.890	AC	6,670.00	12,606.30
1880	Temporary Grassing	1.890	AC	2,670.00	5,046.30
1890	Stop Sign to include post	2.000	EA	300.00	600.00
1900	Speed Limit Sign to include post	2.000	EA	300.00	600.00
1910	Sanitary Facilities	1.000	LS	180.00	180.00
1920	Removal of Unsuitable Subgrade	29.000	CY	49.90	1,447.10
1930	Remove and Dispose of Fly Ash Subbase	6.000	CY	211.90	1,271.40
1940	Imported Structural Fill	29.000	CY	38.60	1,119.40
1950	Property Protection	1.000	LS	2,670.00	2,670.00
	Courthouse Base Total				**$934,630.05**
	Courthouse Rd. Alternate				
1970	Single Surface Treatmemt (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1980	Double Surface Treatment w/ #7, 89 and sand seal (	-15,641.000	SY	8.00	-125,128.00
1990	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	153.50	264,020.00
	Courthouse Alternate Total				**$192,853.45**
	Courthouse Base & Alternate Total				**$1,127,483.50**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Floyd Rd. Base Bid				
2010	Submittals	1.000	LS	877.50	877.50
2020	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
2030	Traffic and Safety Control	1.000	LS	21,500.00	21,500.00
2040	Mobilization and Demobilization	1.000	LS	70,000.00	70,000.00
2050	24" RCP Cross Drain (LF)	32.000	LF	291.90	9,340.80
2060	18" RCP Driveway drain (LF)	288.000	LF	179.60	51,724.80
2070	6" FDR Treatment Mix 1	18,777.000	SY	6.50	122,050.50
2080	FDR Emulsion Mix 1 (3.4 gal/SY)	65,117.000	GAL	6.15	400,469.55
2090	Construction Material Testing (CMT) and Quality Co	1.000	LS	12,500.00	12,500.00
2100	MC-70 Bituminous Primer with Sand	18,777.000	SY	1.25	23,471.25
2110	Double Surface Treatment w/ #7, 89 and sand seal (	17,908.000	SY	8.00	143,264.00
2120	Cut New Ditch (to include hauling and removal of	21.000	CY	63.90	1,341.90
2130	Deepen Existing Ditch (to include hauling and rem	4.000	CY	63.60	254.40
2140	Clear/Mow Ditches	1.000	LS	4,670.00	4,670.00
2150	Shoulder Clipping and Grading	2.150	AC	3,210.00	6,901.50
2160	5" Solid Traffic Stripe- Yellow (High Build)	7,815.000	LF	1.35	10,550.25
2170	5" Solid Traffic Stripe- White (High Build)	15,630.000	LF	1.35	21,100.50
2180	5" Skip Traffic Stripe- Yellow (High Build)	7,815.000	GLF	0.75	5,861.25
2190	24" Stop Bar (High Build)	4.000	EA	33.35	133.40
2200	Turf Establishment	2.150	AC	6,670.00	14,340.50
2210	Temporary Grassing	2.150	AC	2,670.00	5,740.50
2220	Stop Sign to include post	4.000	EA	300.00	1,200.00
2230	Speed Limit Sign to include post	2.000	EA	300.00	600.00
2240	Sanitary Facilities	1.000	LS	180.00	180.00
2250	Removal of Unsuitable Subgrade	34.000	CY	49.95	1,698.30
2260	Remove and Dispose of Fly Ash Subbase	7.000	CY	211.90	1,483.30
2270	Imported Structural Fill	34.000	CY	38.60	1,312.40
2280	Flush Driveway Pipes	18.000	EA	800.00	14,400.00
2290	Property Protection	1.000	LS	2,670.00	2,670.00
	Floyd Base Total				**$951,366.60**
	Floyd Rd. Alternate				
2310	Single Surface Treatmemt (Chip Seal), stone size #	17,908.000	SY	3.45	61,782

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2320	Double Surface Treatment w/ #7, 89 and sand seal (	-17,908.000	SY	8.00	-143,264.00
2330	2" Asphalt Surface Course 12.5 mm Superpave	1,970.000	TN	131.90	259,843.00
	Floyd Alternate Total				**$178,361.60**
	Floyd Base & Alternate Total				**$1,129,728.20**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Mt. Pleasant Rd. Base Bid				
2350	Submittals	1.000	LS	877.50	877.50
2360	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
2370	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
2380	Mobilization and Demobilization	1.000	LS	115,000.00	115,000.00
2390	18" RCP Driveway drain (LF)	780.000	LF	168.00	131,040.00
2400	6" FDR Treatment Mix 1	20,921.000	SY	6.50	135,986.50
2410	FDR Emulsion Mix 1 (3.4 gal/SY)	72,555.000	GAL	6.15	446,213.25
2420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,900.00	13,900.00
2430	MC-70 Bituminous Primer with Sand	20,921.000	SY	1.25	26,151.25
2440	Double Surface Treatment w/ #7, 89 and sand seal (	19,941.000	SY	8.00	159,528.00
2450	Cut New Ditch (to include hauling and removal of	48.000	CY	63.80	3,062.40
2460	Deepen Existing Ditch (to include hauling and rem	17.000	CY	63.70	1,082.90
2470	Clear/Mow Ditches	1.000	LS	5,000.00	5,000.00
2480	Shoulder Clipping and Grading	2.430	AC	3,210.00	7,800.30
2490	5" Solid Traffic Stripe- Yellow (High Build)	8,827.000	LF	1.35	11,916.45
2500	5" Solid Traffic Stripe- White (High Build)	17,654.000	LF	1.35	23,832.90
2510	5" Skip Traffic Stripe- Yellow (High Build)	8,827.000	GLF	0.75	6,620.25
2520	24" Stop Bar (High Build)	1.000	EA	33.35	33.35
2530	Turf Establishment	2.430	AC	6,670.00	16,208.10
2540	Temporary Grassing	2.430	AC	2,670.00	6,488.10
2550	Stop Sign to include post	1.000	EA	300.00	300.00
2560	Speed Limit Sign to include post	2.000	EA	300.00	600.00
2570	Sanitary Facilities	1.000	LS	180.00	180.00
2580	Removal of Unsuitable Subgrade	38.000	CY	49.90	1,896.20
2590	Remove and Dispose of Fly Ash Subbase	8.000	CY	211.90	1,695.20
2600	Imported Structural Fill	38.000	CY	38.60	1,466.80
2610	Flush Driveway Pipes	48.800	EA	800.00	39,040.00
2620	Property Protection	1.000	LS	2,670.00	2,670.00
	Mt. Pleasant Base Total				**$1,162,459.45**
	Mt. Pleasant Rd. Alternate				
2640	Single Surface Treatmemt (Chip Seal), stone size #	19,941.000	SY	3.45	68,796.45
2650	Double Surface Treatment w/ #7, 89 and sand seal (	-19,941.000	SY	8.00	-159,528

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2660	2" Asphalt Surface Course 12.5 mm Superpave	2,193.000	TN	139.00	304,827.00
	Mt. Pleasant Alternate Total				**$214,095.45**
	Mt Pleasant Base & Alternate Total				**$1,376,554.90**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Old August 1 Base Bid				
2680	Submittals	1.000	LS	877.50	877.50
2690	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
2700	Traffic and Safety Control	1.000	LS	9,880.00	9,880.00
2710	Mobilization and Demobilization	1.000	LS	56,000.00	56,000.00
2720	24" RCP Cross Drain (LF)	216.000	LF	217.60	47,001.60
2730	18" RCP Driveway drain (LF)	56.000	LF	182.40	10,214.40
2740	6" FDR Treatment Mix 1	9,050.000	SY	6.50	58,825.00
2750	FDR Emulsion Mix 1 (3.4 gal/SY)	31,384.000	GAL	6.15	193,011.60
2760	Construction Material Testing (CMT) and Quality Co	1.000	LS	6,030.00	6,030.00
2770	MC-70 Bituminous Primer with Sand	9,050.000	SY	1.25	11,312.50
2780	Double Surface Treatment w/ #7, 89 and sand seal (	8,624.000	SY	8.00	68,992.00
2790	Cut New Ditch (to include hauling and removal of	43.000	CY	63.80	2,743.40
2800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
2810	Shoulder Clipping and Grading	1.060	AC	3,210.00	3,402.60
2820	5" Solid Traffic Stripe- Yellow (High Build)	3,832.000	LF	1.35	5,173.20
2830	5" Solid Traffic Stripe- White (High Build)	7,664.000	LF	1.35	10,346.40
2840	5" Skip Traffic Stripe- Yellow (High Build)	3,832.000	GLF	0.75	2,874.00
2850	24" Stop Bar (High Build)	1.000	EA	33.35	33.35
2860	Turf Establishment	1.060	AC	6,670.00	7,070.20
2870	Temporary Grassing	1.060	AC	2,670.00	2,830.20
2880	Stop Sign to include post	1.000	EA	300.00	300.00
2890	Speed Limit Sign to include post	2.000	EA	300.00	600.00
2900	Sanitary Facilities	1.000	LS	180.00	180.00
2910	Removal of Unsuitable Subgrade	16.000	CY	50.00	800.00
2920	Remove and Dispose of Fly Ash Subbase	4.000	CY	211.90	847.60
2930	Imported Structural Fill	16.000	CY	38.70	619.20
2940	Flush Driveway Pipes	3.500	EA	914.50	3,200.75
2950	Property Protection	1.000	LS	2,670.00	2,670.00
	Old August 1 Base Total				**$510,895.50**
	Old Augusta 1 Alternate				
2970	Single Surface Treatmemt (Chip Seal), stone size #	8,624.000	SY	3.45	29,752.80
2980	Double Surface Treatment w/ #7, 89 and sand seal (	-8,624.000	SY	8.00	-68,992

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2990	2" Asphalt Surface Course 12.5 mm Superpave	949.000	TN	133.60	126,786.40
	Old August 1 Alternate Total				**$87,547.20**
	Old Augusta 1 Base & Alternate Total				**$598,442.70**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Old Augusta 2 Base Bid				
3010	Submittals	1.000	LS	877.50	877.50
3020	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
3030	Traffic and Safety Control	1.000	LS	67,900.00	67,900.00
3040	Mobilization and Demobilization	1.000	LS	208,000.00	208,000.00
3050	24" RCP Cross Drain (LF)	72.000	LF	190.60	13,723.20
3060	18" RCP Driveway drain (LF)	16.000	LF	224.10	3,585.60
3070	6" FDR Treatment Mix 1	6,391.000	SY	6.50	41,541.50
3080	FDR Emulsion Mix 1 (3.4 gal/SY)	22,164.000	GAL	6.15	136,308.60
3090	6" FDR Treatment Mix 3	53,198.000	SY	6.50	345,787.00
3100	FDR Emulsion Mix 3 (4.3 gal/SY)	233,325.000	GAL	6.15	1,434,948.75
3110	Construction Material Testing (CMT) and Quality Co	1.000	LS	39,700.00	39,700.00
3120	MC-70 Bituminous Primer with Sand	59,589.000	SY	1.25	74,486.25
3130	Double Surface Treatment w/ #7, 89 and sand seal (	56,753.000	SY	8.00	454,024.00
3140	Cut New Ditch (to include hauling and removal of	44.000	CY	63.80	2,807.20
3150	Deepen Existing Ditch (to include hauling and rem	22.000	CY	63.80	1,403.60
3160	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
3170	Shoulder Clipping and Grading	0.750	AC	3,210.00	2,407.50
3180	5" Solid Traffic Stripe- Yellow (High Build)	25,519.000	LF	1.35	34,450.65
3190	5" Solid Traffic Stripe- White (High Build)	51,038.000	LF	1.35	68,901.30
3200	5" Skip Traffic Stripe- Yellow (High Build)	25,519.000	GLF	0.75	19,139.25
3210	Turf Establishment	7.030	AC	6,670.00	46,890.10
3220	Temporary Grassing	7.030	AC	2,670.00	18,770.10
3230	Speed Limit Sign to include post	2.000	EA	300.00	600.00
3240	Sanitary Facilities	1.000	LS	180.00	180.00
3250	Removal of Unsuitable Subgrade	110.000	CY	49.90	5,489.00
3260	Remove and Dispose of Fly Ash Subbase	24.000	CY	211.90	5,085.60
3270	Imported Structural Fill	110.000	CY	38.60	4,246.00
3280	Flush Driveway Pipes	1.000	EA	928.00	928.00
3290	Property Protection	1.000	LS	6,000.00	6,000.00
	Old August 2 Base Total				**$3,053,210.70**
	Old Augusta 2 Alternate				
3310	Single Surface Treatmemt (Chip Seal), stone size #	56,753.000	SY	3.35	190,122

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3320	Double Surface Treatment w/ #7, 89 and sand seal (	-56,753.000	SY	8.00	-454,024.00
3330	2" Asphalt Surface Course 12.5 mm Superpave	6,243.000	TN	137.60	859,036.80
	Old Augusta 2 Alternate Total				**$595,135.35**
	Old Augusta 2 Base & Alternate Total				**$3,648,346.05**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Old Dixie Rd. Base Bid				
3350	Submittals	1.000	LS	877.50	877.50
3360	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
3370	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
3380	Mobilization and Demobilization	1.000	LS	73,000.00	73,000.00
3390	24" RCP Cross Drain (LF)	288.000	LF	210.90	60,739.20
3400	18" RCP Driveway drain (LF)	168.000	LF	182.50	30,660.00
3410	6" FDR Treatment Mix 1	17,022.000	SY	6.50	110,643.00
3420	FDR Emulsion Mix 1 (3.4 gal/SY)	59,033.000	GAL	6.15	363,052.95
3430	Construction Material Testing (CMT) and Quality Co	1.000	LS	11,300.00	11,300.00
3440	MC-70 Bituminous Primer with Sand	17,022.000	SY	1.25	21,277.50
3450	Double Surface Treatment w/ #7, 89 and sand seal (	16,350.000	SY	8.00	130,800.00
3460	Cut New Ditch (to include hauling and removal of	83.000	CY	63.80	5,295.40
3470	Deepen Existing Ditch (to include hauling and rem	33.000	CY	63.70	2,102.10
3480	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00
3490	Tree/stump Removal	25.000	EA	5,000.00	125,000.00
3500	Shoulder Clipping and Grading	1.670	AC	3,200.00	5,344.00
3510	5" Solid Traffic Stripe- Yellow (High Build)	6,046.000	LF	1.35	8,162.10
3520	5" Solid Traffic Stripe- White (High Build)	12,092.000	LF	1.35	16,324.20
3530	5" Skip Traffic Stripe- Yellow (High Build)	6,046.000	GLF	0.75	4,534.50
3540	Turf Establishment	1.670	AC	6,670.00	11,138.90
3550	Temporary Grassing	1.670	AC	2,670.00	4,458.90
3560	Speed Limit Sign to include post	2.000	EA	300.00	600.00
3570	Sanitary Facilities	1.000	LS	180.00	180.00
3580	Removal of Unsuitable Subgrade	26.000	CY	49.90	1,297.40
3590	Remove and Dispose of Fly Ash Subbase	6.000	CY	211.90	1,271.40
3600	Imported Structural Fill	26.000	CY	38.60	1,003.60
3610	Flush Driveway Pipes	10.500	EA	929.50	9,759.75
3620	Property Protection	1.000	LS	2,670.00	2,670.00
	Old Dixie Base Total				**$1,009,362.40**
	Old Dixie Rd. Alternate				
3640	Single Surface Treatmemt (Chip Seal), stone size #	16,350.000	SY	3.45	56,407.50
3650	Double Surface Treatment w/ #7, 89 and sand seal (	-16,350.000	SY	8.00	-130,800

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3660	2" Asphalt Surface Course 12.5 mm Superpave	1,799.000	TN	139.00	250,061.00
	Old Dixie Alternate Total				**$175,668.50**
	Old Dixie Base & Alternate Total				**$1,185,030.90**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Scuffletown Rd. Base Bid				
3680	Submittals	1.000	LS	877.50	877.50
3690	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
3700	Traffic and Safety Control	1.000	LS	38,900.00	38,900.00
3710	Mobilization and Demobilization	1.000	LS	83,500.00	83,500.00
3720	18" RCP Driveway drain (LF)	688.000	LF	171.60	118,060.80
3730	6" FDR Treatment Mix 1	11,478.000	SY	6.50	74,607.00
3740	FDR Emulsion Mix 1 (3.4 gal/SY)	39,805.000	GAL	6.15	244,800.75
3750	Construction Material Testing (CMT) and Quality Co	1.000	LS	7,650.00	7,650.00
3760	MC-70 Bituminous Primer with Sand	11,478.000	SY	1.25	14,347.50
3770	Double Surface Treatment w/ #7, 89 and sand seal (	10,950.000	SY	8.00	87,600.00
3780	Cut New Ditch (to include hauling and removal of	244.000	CY	63.80	15,567.20
3790	Deepen Existing Ditch (to include hauling and rem	13.000	CY	63.70	828.10
3800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
3810	Shoulder Clipping and Grading	1.310	AC	3,200.00	4,192.00
3820	5" Solid Traffic Stripe-Yellow (High Build)	4,750.000	LF	1.35	6,412.50
3830	5" Solid Traffic Stripe- White (High Build)	9,500.000	LF	1.35	12,825.00
3840	5" Skip Traffic Stripe- Yellow (High Build)	4,750.000	GLF	0.75	3,562.50
3850	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
3860	Turf Establishment	1.310	AC	6,670.00	8,737.70
3870	Temporary Grassing	1.310	AC	2,670.00	3,497.70
3880	Stop Sign to include post	2.000	EA	300.00	600.00
3890	Speed Limit Sign to include post	2.000	EA	300.00	600.00
3900	Sanitary Facilities	1.000	LS	180.00	180.00
3910	Removal of Unsuitable Subgrade	20.000	CY	49.95	999.00
3920	Remove and Dispose of Fly Ash Subbase	4.000	CY	211.90	847.60
3930	Imported Structural Fill	20.000	CY	38.60	772.00
3940	Flush Driveway Pipes	43.000	EA	930.00	39,990.00
3950	Property Protection	1.000	LS	2,670.00	2,670.00
	Scuffletown Base Total				**$777,751.55**
	Scuffletown Rd. Alternate				
3970	Single Surface Treatmemt (Chip Seal), stone size #	10,950.000	SY	3.45	37,777.50
3980	Double Surface Treatment w/ #7, 89 and sand seal (	-10,950.000	SY	8.00	-87,600

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3990	2" Asphalt Surface Course 12.5 mm Superpave	1,205.000	TN	143.70	173,158.50
	Scuffletown Alternate Total				**$123,336.00**
	Scuffletown Base & Alternate Total				**$901,087.55**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Whitaker Rd. Base Bid				
4010	Submittals	1.000	LS	877.50	877.50
4020	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
4030	Traffic and Safety Control	1.000	LS	23,400.00	23,400.00
4040	Mobilization and Demobilization	1.000	LS	79,000.00	79,000.00
4050	24" RCP Cross Drain (LF)	96.000	LF	231.10	22,185.60
4060	18" RCP Driveway drain (LF)	160.000	LF	169.40	27,104.00
4070	6" FDR Treatment Mix 1	13,437.000	SY	6.50	87,340.50
4080	FDR Emulsion Mix 1 (3.4 gal/SY)	46,601.000	GAL	6.15	286,596.15
4090	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,960.00	8,960.00
4100	MC-70 Bituminous Primer with Sand	13,437.000	SY	1.25	16,796.25
4110	Double Surface Treatment w/ #7, 89 and sand seal (	12,811.000	SY	8.00	102,488.00
4120	Cut New Ditch (to include hauling and removal of	9.000	CY	63.80	574.20
4130	Deepen Existing Ditch (to include hauling and rem	3.000	CY	64.50	193.50
4140	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
4150	Shoulder Clipping and Grading	1.550	AC	3,200.00	4,960.00
4160	5" Solid Traffic Stripe- Yellow (High Build)	5,641.000	LF	1.35	7,615.35
4170	5" Solid Traffic Stripe- White (High Build)	11,282.000	LF	1.35	15,230.70
4180	5" Skip Traffic Stripe- Yellow (High Build)	5,641.000	GLF	0.75	4,230.75
4190	24" Stop Bar (High Build)	1.000	EA	33.35	33.35
4200	Turf Establishment	1.550	AC	6,670.00	10,338.50
4210	Temporary Grassing	1.550	AC	2,670.00	4,138.50
4220	Stop Sign to include post	1.000	EA	300.00	300.00
4230	Speed Limit Sign to include post	2.000	EA	300.00	600.00
4240	Sanitary Facilities	1.000	LS	180.00	180.00
4250	Removal of Unsuitable Subgrade	24.000	CY	49.85	1,196.40
4260	Remove and Dispose of Fly Ash Subbase	5.000	CY	211.90	1,059.50
4270	Imported Structural Fill	24.000	CY	38.55	925.20
4280	Flush Driveway Pipes	10.000	EA	931.00	9,310.00
4290	Property Protection	1.000	LS	2,670.00	2,670.00
	Whitaker Base Total				**$723,363.95**
	Whitaker Rd. Alternate				
4310	Single Surface Treatmemt (Chip Seal), stone size #	12,811.000	SY	3.45	44,197

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
4320	Double Surface Treatment w/ #7, 89 and sand seal (	-12,811.000	SY	8.00	-102,488.00
4330	2" Asphalt Surface Course 12.5 mm Superpave	1,409.000	TN	134.00	188,806.00
	Whitaker Alternate Total				**$130,515.95**
	Whitaker Base & Alternate Total				**$853,879.90**
	Bid Total				**$18,485,302.65**

Staff Report

Subject: Construction Contract for ITB 22-25-009 for 2020 TSPLOST Intersection – Kolic Helmey at SEES project
Author: Eric Larson, Assistant County Manager
Department: Public Works/Roads
Meeting Date: May 17, 2022
Item Description: Approval to award a contract for construction for the 2020 TSPLOST Intersection – Kolic Helmey at SEES project.

Summary Recommendation: Staff recommends approval of Contract 22-25-009 with a qualified construction contractor for the 2020 TSPLOST Intersection – Kolic Helmey at SEES project.

Executive Summary/Background:

- On December 7, 2021, the County contracted with Roberts Civil Engineering to prepare the design and construction management of the 2020 TSPLOST intersections project. Contract for design is $742,423.00.
- On April 14, 2022, staff posted an ITB 22-25-009 for 2020 TSPLOST intersections project for the first bid package for one (1) of the ten (10) intersections.
- TSPLOST funding is $ 6,090,900 for both design and construction of the intersection.
- Budget for this intersection is $750,300 for construction.
- The ITB was posted to the County website, sent to 254 contacts in Vendor Registry, and the Georgia DOAS website (over 862 vendors / 1,363 contacts combined).
- A mandatory Pre-Bid meeting was held on April 27, 2022. 6 participants representing 4 potential bidding companies attended.
- Bids will be received and opened on May 16, 2022.
- Staff will review the submittals and recommend an award of Contract 22-25-009 at the May 17, 2022 regular Board of Commissioner's meeting
- The standard agreement will be reviewed and approved to form by the County Attorney before signing.

Alternatives for Commission to Consider

1. Approval of Contract 22-25-009 with the recommended contractor in the amount of their low and qualified bid for 2020 TSPLOST Intersection – Kolic Helmey at SEES project.
2. Take no action – Rebid or cancel project. The turn lanes will not be built during the 2022 summer school break.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: *Purchasing, Finance, Asst. County Manager*

Funding Source: 2020 TSPLOST Funds
Attachments:

1. Bid Tab and Agreement pending May 16th bid opening

Staff Report

Subject: Savannah Portside International Park (SPIP) entrance road dedication
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: May 17, 2022
Item Description: Approve a right-of-way dedication for Savannah Portside International Parkway, the entrance road to the SPIP Park off of Old River Road.

Summary Recommendation:
Originally platted as private rights-of-ways and access easements in PB 28 PG 882, the Effingham County Industrial Development Authority is requesting the County accept the road and associated drainage as public rights-of-way.

Executive Summary/Background:

- Savannah Portside International Parkway is described in PB 28 PG 882 and referenced in the warranty deed.
- The road has been built to county standards and is complete. It has been inspected by the County Engineer and found to be in good condition.
- Upon acceptance, the County will own and maintain the road and associated drainage

Alternatives for Commission to Consider
1 - Approve the dedication of right-of-way as described on PB 28 PG 882 and the warranty deed.
2 – Take no action and request more information.
3 - Deny. The road will remain privately owned and maintained by the ECIDA.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: No funds requested.

Attachments: 1) Draft Warranty Deed.
2) PB 28 PG 882

Prepared by and after recording return to:
Carellas Murphy Law, LLP
PO Box 2599
Rincon, Georgia 31326
ATTN: Theodore T. Carellas

Parcel ID No.: a Portion of 03290041A00

STATE OF GEORGIA }
COUNTY OF EFFINGHAM }

WARRANTY DEED

THIS INDENTURE made this ___ day of April, 2022, by and between the EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a constitutional authority of the State of Georgia, as Party of the First Part, hereinafter referred to as Grantor, and the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, as Party of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) in hand paid, at and before the sealing and delivery of these presents, the Grantee's acceptance of the below described dedication, and other good and valuable consideration, the receipt of which is hereby acknowledged, subject to the Easements described below, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described roadways:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, STATE OF GEORGIA, AND BEING SHOWN AND DEPICTED AS A "PROPOSED VARIABLE ACCESS & UTILITY EASEMENT" AND A "PROPOSED 100' ACCESS & UTILITY EASEMENT" ON THAT "MINOR SUBDIVISION PLAT OF SAVANNAH PORTSIDE INTERNATIONAL PARK, PHASE 1", PREPARED FOR THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, BY THOMAS & HUTTON, DATED AUGUST 25, 2020, RECORDED IN PLAT BOOK 28, PAGE 882, EFFINGHAM COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Grantor further conveys all right, title and interest in and to the drainage improvements and all water lines and mains and water systems within the rights of way of these roads and the Grantee shall maintain, repair and replace such roads, drainage facilities, water lines, water mains and water systems as a part of the street and road system of the Grantee. Such roads shall be used exclusively for street and roadway purposes, with Grantee acknowledging its acceptance of the dedication of such improvements in accordance with Georgia law, and Grantor shall hereafter be relieved of any and all further obligations for maintaining, repairing and replacing any such improvements following the date hereof.

Subject to the Easements described below, this deed is given to dedicate the described roads and related infrastructure to Grantee.

TO HAVE AND TO HOLD said roads and infrastructure, subject to the Easements described below, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

EASEMENTS. Grantor hereby makes this indenture subject to the recorded easements more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (the "Easements").

AND THE SAID Grantor will warrant, subject to the Easements, and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal, on the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Notary Public

EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a constitutional authority of the State of Georgia

By: _____
Brandt Herndon, its CEO

Attest: _____
Debbie Trowell, its Assistant Secretary

[Signatures continue on following page]

ACCEPTED AND AGREED TO THIS _____ DAY OF APRIL, 2022.

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

BY: _____
Wesley Corbitt
Chairman

ATTEST: _____
Stephanie Johnson
Effingham County Clerk

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Notary Public

EXHIBIT “A”

Proposed Variable Access & Utility Easement

10.462 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, STATE OF GEORGIA, AND BEING SHOWN AND DEPICTED AS A "PROPOSED VARIABLE ACCESS & UTILITY EASEMENT" ON THAT "MINOR SUBDIVISION PLAT OF SAVANNAH PORTSIDE INTERNATIONAL PARK, PHASE 1", PREPARED FOR THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, BY THOMAS & HUTTON, DATED AUGUST 25, 2020, RECORDED IN PLAT BOOK 28, PAGE 882, EFFINGHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT OF WAY MONUMENT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF OLD RIVER ROAD (A PUBLIC VARIABLE RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 16 WEST-BOUND OFF-RAMP (A LIMITED ACCESS VARIABLE RIGHT OF WAY); THENCE DEPARTING SAID INTERSTATE 16 RIGHT OF WAY LINE AND CONTINUING ALONG AFORESAID OLD RIVER ROAD RIGHT OF WAY LINE N 23°07'43" E A DISTANCE OF 231.07 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE N 23°07'43" E A DISTANCE OF 9.98 FEET TO A 5/8" IRON REBAR; THENCE N 11°33'58" E A DISTANCE OF 306.42 FEET TO A 5/8" IRON REBAR; THENCE 420.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,642.39 FEET, A CHORD BEARING OF N 04°13'38" E AND A CHORD DISTANCE OF 419.59 FEET TO A 5/8" IRON REBAR; THENCE S 87°03'53" W A DISTANCE OF 20.05 FEET TO A 5/8" IRON REBAR; THENCE 63.88 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 04°08'51" W AND A CHORD DISTANCE OF 63.87 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT; THENCE CONTINUING ALONG SAID OLD RIVER ROAD RIGHT OF WAY WITH A COMPOUND CURVE 177.67 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 08°48'56" W AND A CHORD DISTANCE OF 177.56 FEET TO A 5/8" IRON REBAR LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE NORTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT AND ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID OLD RIVER ROAD RIGHT OF WAY AND CONTINUING ALONG SAID ACCESS & UTILITY EASEMENT LINE N 75°00'25" E A DISTANCE OF 235.97 FEET TO A 5/8" IRON REBAR; THENCE N 25°20'02" E A DISTANCE OF 102.26

FEET TO A 5/8" IRON REBAR; THENCE N 71°32'20" E A DISTANCE OF 447.90 FEET TO A 1/2" IRON REBAR; THENCE S 69°28'00" E A DISTANCE OF 167.42 FEET TO A 3/4" IRON PIPE; THENCE N 75°03'30" E A DISTANCE OF 824.63 FEET TO A 3/4" IRON PIPE; THENCE 24.07 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET, A CHORD BEARING OF N 75°36'35" E AND A CHORD DISTANCE OF 24.07 FEET TO A 3/4" IRON PIPE; THENCE WITH A COMPOUND CURVE 920.43 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET, A CHORD BEARING OF S 82°44'38" E AND A CHORD DISTANCE OF 899.78 FEET TO A 3/4" IRON PIPE; THENCE S 61°38'57" E A DISTANCE OF 341.48 FEET TO A 3/4" IRON PIPE; THENCE S 28°40'02" W A DISTANCE OF 100.00 FEET TO A 3/4" IRON PIPE; THENCE N 61°38'57" W A DISTANCE OF 340.92 FEET TO A 3/4" IRON PIPE; THENCE 868.94 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,150.00 FEET, A CHORD BEARING OF N 83°17'44" W AND A CHORD DISTANCE OF 848.41 FEET TO A 3/4" IRON PIPE; THENCE S 75°04'13" W A DISTANCE OF 545.39 FEET TO A 3/4" IRON PIPE; THENCE S 14°55'47" E A DISTANCE OF 109.75 FEET TO A 5/8" IRON REBAR; THENCE S 75°40'35" W A DISTANCE OF 554.76 FEET TO A 3/4" IRON PIPE; THENCE S 77°48'46" W A DISTANCE OF 326.53 FEET TO A 5/8" IRON REBAR; THENCE S 77°46'33" W A DISTANCE OF 60.14 FEET TO A 5/8" IRON REBAR; THENCE S 75°03'30" W A DISTANCE OF 242.70 FEET TO A 3/4" IRON PIPE LOCATED ON THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID OLD RIVER ROAD; THENCE 177.67 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 08°48'56" W AND A CHORD DISTANCE OF 177.56 FEET TO A 5/8" IRON REBAR ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 455,725 SQUARE FEET OR 10.462 ACRES OF LAND.

Proposed 100’ Access & Utility Easement

6.695 ACRES

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE 1559TH G.M. DISTRICT, EFFINGHAM COUNTY, STATE OF GEORGIA, AND BEING SHOWN AND DEPICTED AS A "PROPOSED 100' ACCESS & UTILITY EASEMENT" ON THAT "MINOR SUBDIVISION PLAT OF SAVANNAH PORTSIDE INTERNATIONAL PARK, PHASE 1", PREPARED FOR THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, BY THOMAS & HUTTON, DATED AUGUST 25, 2020, RECORDED IN PLAT BOOK 28, PAGE 882, EFFINGHAM COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT OF WAY MONUMENT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF OLD RIVER ROAD (A PUBLIC VARIABLE RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY LINE OF

INTERSTATE 16 WEST-BOUND OFF-RAMP (A LIMITED ACCESS VARIABLE RIGHT OF WAY); THENCE DEPARTING SAID INTERSTATE 16 RIGHT OF WAY LINE AND CONTINUING ALONG AFORESAID OLD RIVER ROAD RIGHT OF WAY LINE N 23°07'43" E A DISTANCE OF 231.07 FEET TO A CONCRETE RIGHT OF WAY MONUMENT; THENCE N 23°07'43" E A DISTANCE OF 9.98 FEET TO A 5/8" IRON REBAR; THENCE N 11°33'58" E A DISTANCE OF 306.42 FEET TO A 5/8" IRON REBAR; THENCE 420.74 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,642.39 FEET, A CHORD BEARING OF N 04°13'38" E AND A CHORD DISTANCE OF 419.59 FEET TO A 5/8" IRON REBAR; THENCE S 87°03'53" W A DISTANCE OF 20.05 FEET TO A 5/8" IRON REBAR; THENCE 63.88 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 04°08'51" W AND A CHORD DISTANCE OF 63.87 FEET TO A 3/4" IRON PIPE LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE SOUTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT; THENCE CONTINUING ALONG SAID OLD RIVER ROAD RIGHT OF WAY WITH A COMPOUND CURVE 177.67 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 1,482.39 FEET, A CHORD BEARING OF N 08°48'56" W AND A CHORD DISTANCE OF 177.56 FEET TO A 5/8" IRON REBAR LOCATED AT THE INTERSECTION OF THE AFORESAID RIGHT OF WAY LINE AND THE NORTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT; THENCE LEAVING SAID OLD RIVER ROAD RIGHT OF WAY AND CONTINUING ALONG SAID ACCESS & UTILITY EASEMENT LINE N 75°00'25" E A DISTANCE OF 235.97 FEET TO A 5/8" IRON REBAR; THENCE N 25°20'02" E A DISTANCE OF 102.26 FEET TO A 1/2" IRON REBAR FOUND; THENCE N 71°32'20" E A DISTANCE OF 447.90 FEET TO A 1/2" IRON REBAR; THENCE S 69°28'00" E A DISTANCE OF 167.42 FEET TO A 3/4" IRON PIPE; THENCE N 75°03'30" E A DISTANCE OF 824.63 FEET TO A 3/4" IRON PIPE; THENCE 24.07 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET, A CHORD BEARING OF N 75°36'35" E AND A CHORD DISTANCE OF 24.07 FEET TO A 3/4" IRON PIPE; THENCE WITH A COMPOUND CURVE 920.43 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET, A CHORD BEARING OF S 82°44'38" E AND A CHORD DISTANCE OF 899.78 FEET TO A 3/4" IRON PIPE; THENCE S 61°38'57" E A DISTANCE OF 341.48 FEET TO A 3/4" IRON PIPE LOCATED AT THE END OF AFORESAID VARIABLE ACCESS & UTILITY EASEMENT LINE, ALSO BEING THE POINT OF BEGINNING,

THENCE LEAVING AFORESAID VARIABLE ACCESS & UTILITY EASEMENT LINE AND CONTINUING ALONG THE NORTHERLY LINE OF A 100' ACCESS & UTILITY EASEMENT S 61°38'57" E A DISTANCE OF 46.19 FEET TO A 3/4" IRON PIPE; THENCE 653.77 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 2,295.00 FEET, A CHORD BEARING OF S 53°29'18" E AND A CHORD DISTANCE OF 651.56 FEET TO A 3/4" IRON PIPE; THENCE S 45°19'39" E A DISTANCE OF 668.39 FEET TO A 3/4" IRON PIPE; THENCE S 45°19'39" E A DISTANCE OF 142.72 FEET TO A 3/4" IRON PIPE; THENCE 606.93 FEET ALONG THE ARC OF A CURVE

TURNING TO THE LEFT, HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF S 63°37'48" E AND A CHORD DISTANCE OF 596.66 FEET TO A 3/4" IRON PIPE; THENCE S 81°55'57" E A DISTANCE OF 411.81 FEET TO A 3/4" IRON PIPE; THENCE 75.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF S 84°12'09" E AND A CHORD DISTANCE OF 75.26 FEET TO A 3/4" IRON PIPE; THENCE S 86°28'22" E A DISTANCE OF 263.82 FEET TO A 3/4" IRON PIPE LYING AT THE END OF SAID ACCESS & UTILITY EASEMENT'S NORTHERLY LINE; THENCE S 03°31'20" W A DISTANCE OF 103.85 FEET TO A 3/4" IRON PIPE LYING AT THE END OF SAID ACCESS & UTILITY EASEMENT'S SOUTHERLY LINE; THENCE CONTINUING ALONG SAID ACCESS & UTILITY EASEMENT'S SOUTHERLY LINE N 87°59'26" W A DISTANCE OF 258.44 FEET TO A 3/4" IRON PIPE; THENCE N 79°59'41" W A DISTANCE OF 299.14 FEET TO A 3/4" IRON PIPE; THENCE S 02°48'54" W A DISTANCE OF 3.19 FEET TO A 3/4" IRON PIPE; THENCE N 81°55'57" W A DISTANCE OF 202.55 FEET TO A 3/4" IRON PIPE; THENCE 670.82 FEET ALONG THE ARC OF A CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1,050.00 FEET, A CHORD BEARING OF N 63°37'48" W AND A CHORD DISTANCE OF 659.47 FEET TO A 3/4" IRON PIPE; THENCE N 45°19'39" W A DISTANCE OF 811.11 FEET TO A 3/4" IRON PIPE; THENCE 625.28 FEET ALONG THE ARC OF A CURVE TURNING TO THE LEFT, HAVING A RADIUS OF 2,195.00 FEET, A CHORD BEARING OF N 53°29'18" W AND A CHORD DISTANCE OF 623.17 FEET TO A 3/4" IRON PIPE; THENCE N 61°38'57" W A DISTANCE OF 46.74 FEET TO A 3/4" IRON PIPE LYING AT THE INTERSECTION OF THE SOUTHERLY LINE OF A VARIABLE ACCESS & UTILITY EASEMENT AND THE SOUTHERLY LINE OF SAID 100' ACCESS & UTILITY EASEMENT; THENCE N 28°40'02" E A DISTANCE OF 100.00 FEET TO A 3/4" IRON PIPE ALSO BEING THE POINT OF BEGINNING, HAVING AN AREA OF 291,637 SQUARE FEET OR 6.695 ACRES OF LAND.

EXHIBIT “B”

Easements

1. Roadway, Drainage and Construction Easement Agreement recorded in Deed Book 2622, Page 048, Effingham County, Georgia records.

2. Easement Agreement recorded in Deed Book 2683, Page 330, aforesaid records.

3. Roadway Detention Pond Easement Agreement recorded in Deed Book 2764, Page 647, aforesaid records.

4. Access Easement Agreement recorded in Deed Book 2130, Page 265, aforesaid records.

5. Perpetual Easement recorded in Deed Book 2448, Page 936, aforesaid records.

Item XI. 12.
RECORDED IN OFFICE
CLERK OF COURT
08/31/2020 07:51 AM
BRENDA E. BRAGG, CLERK
CHATHAM COUNTY, GA
RESERVED FOR THE SUPERIOR COURT

PARTICIPANT ID
BK:28 PG:882-882
2020000148

LEGEND

BENCHMARK
COMPUTED POINT
CONCRETE MONUMENT (FOUND)
CONCRETE MONUMENT (SET)
IRON PIPE (FOUND)
IRON PIPE (SET)
IRON REBAR (FOUND)
ADJOINER PROPERTY LINE
SUBJECT PROPERTY LINE
FLOOD ZONE LIMITS
INTERIOR PARCEL/LOT LINE
RIGHT OF WAY LINE
WETLAND BUFFER
FRESHWATER WETLAND EDGE
BUILDING SETBACK
NATURAL GAS LINE EASEMENT
POWER LINE EASEMENT
PROPERTY/ACCESS EASEMENT
STORM DRAINAGE EASEMENT
UTILITIES EASEMENT
UNDERGROUND NATURAL GAS LINE
OVERHEAD POWER LINE
FRESHWATER WETLAND

NOTES

1. FIELD EQUIPMENT USED FOR THIS SURVEY: GEOMAX ZOOM90 R2
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 152,674 FEET, AN ANGULAR ERROR OF 6" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
3. ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "TNH" UNLESS OTHERWISE NOTED.
4. THIS PLAT HAS A PRECISION OF ONE FOOT IN 543,146 FEET OR BETTER.
5. ELEVATIONS ARE BASED ON NAVD88, UNLESS OTHERWISE NOTED.
6. COORDINATES AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
7. ACCORDING TO F.I.R.M. MAP NO. 13051C, PANELS 0344E, 0363E, 0410E, AND 0426E, REVISED MARCH 16, 2015, A PORTION OF THE PROPERTY SHOWN ON THIS PLAT LIES IN FLOOD HAZARD ZONE AE.
8. WETLANDS THAT MAY EXIST ON THE PROPERTY ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
9. THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPURTENANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE. THE EXACT LOCATION, SIZE, TYPE AND DEPTH OF UNDERGROUND UTILITIES SHOWN HEREON OR ANY OTHER UTILITIES THAT MAY EXIST, CAN ONLY BE DETERMINED VIA AN EXCAVATION OF THE UTILITY.
10. TAX MAP NUMBER: 0S2N004A00
    PROPERTY OWNER: EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (PER TAX RECORDS)
    TITLE REFERENCE: DEED BOOK 1466, PAGE 267
11. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH AND IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
12. THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE WHERE A CONFLICT EXISTS BETWEEN THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND O.C.G.A. 15-6-67, THE REQUIREMENTS OF LAW PREVAIL.

LINE TABLE

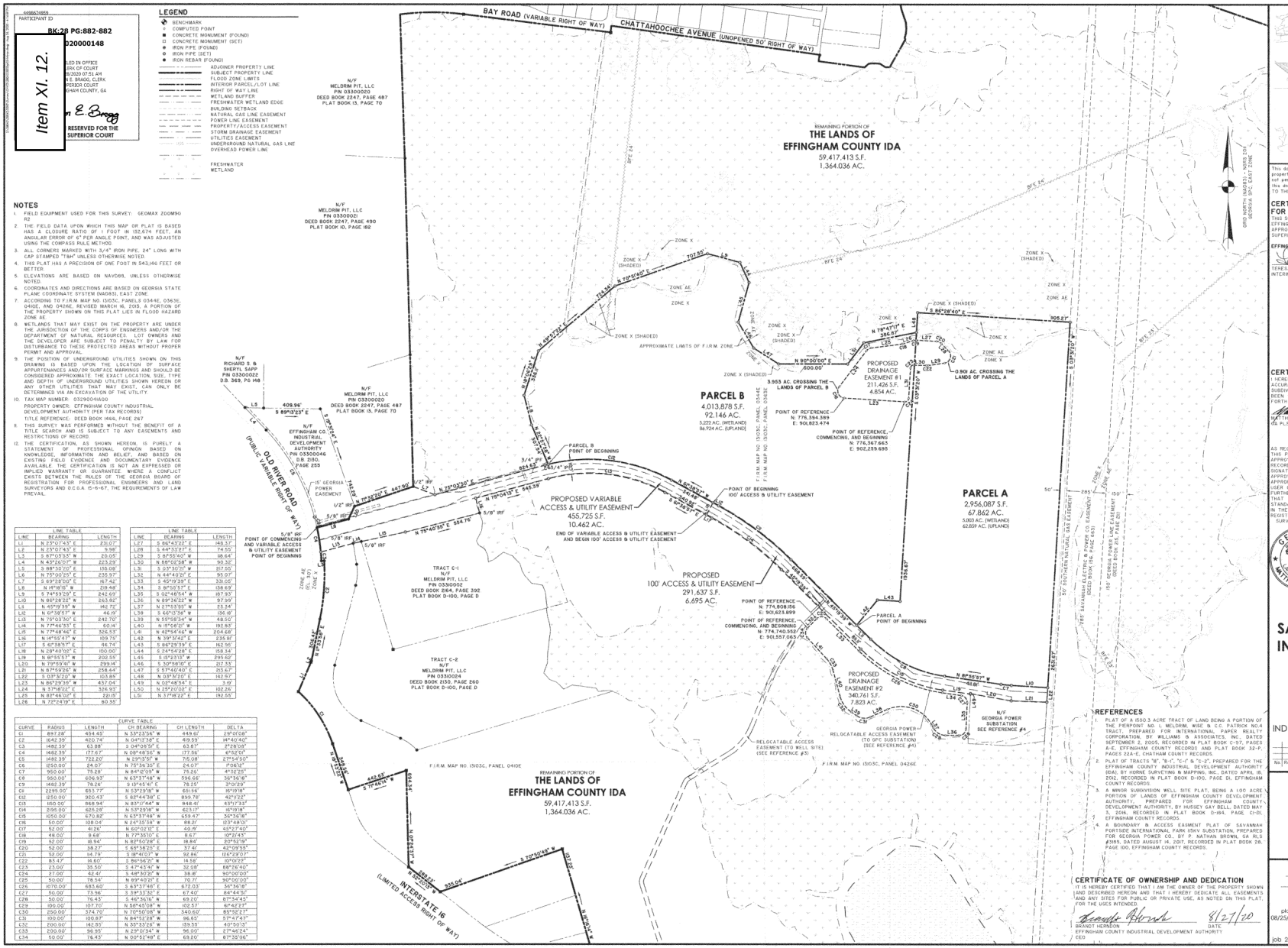
LINE	BEARING	LENGTH
L1	N 23°07'43" E	23.07'
L2	N 23°07'43" E	9.98'
L3	S 87°03'33" W	20.05'
L4	N 43°26'07" W	223.29'
L5	S 88°35'07" E	135.08'
L6	N 76°00'25" E	235.97'
L7	S 69°25'00" E	167.42'
L8	N 14°18'15" W	218.48'
L9	S 74°59'29" E	242.69'
L10	N 80°28'21" W	263.80'
L11	N 45°19'39" W	142.72'
L12	N 67°58'57" W	46.19'
L13	N 75°03'30" E	242.70'
L14	N 77°46'33" E	60.14'
L15	N 77°48'46" E	526.53'
L16	N 14°55'47" W	109.75'
L17	S 67°58'57" E	66.74'
L18	N 29°40'02" E	100.00'
L19	N 80°55'57" W	202.55'
L20	N 79°53'41" W	239.14'
L21	N 81°59'26" W	258.44'
L22	S 03°32'20" W	103.89'
L23	N 86°29'35" W	437.04'
L24	N 53°18'22" E	326.93'
L25	N 83°46'02" E	22.15'
L26	N 72°24'19" E	80.35'

LINE TABLE

LINE	BEARING	LENGTH
L27	S 86°43'22" E	148.37'
L28	S 44°33'27" E	74.55'
L29	S 61°55'40" W	68.64'
L30	N 88°02'58" W	90.32'
L31	S 03°30'07" W	317.55'
L32	N 44°40'26" E	95.07'
L33	S 45°19'39" E	33.05'
L34	S 81°55'57" E	134.69'
L35	S 02°48'54" W	167.93'
L36	N 89°36'22" W	97.39'
L37	N 27°55'55" W	23.54'
L38	S 66°13'38" W	136.18'
L39	N 55°58'34" W	48.50'
L40	N 15°08'20" W	192.83'
L41	N 40°54'46" W	204.68'
L42	N 39°30'42" E	235.81'
L43	S 84°29'39" E	162.95'
L44	S 24°54'28" E	158.34'
L45	S 15°23'13" W	295.62'
L46	S 30°58'00" E	217.33'
L47	S 57°40'40" E	213.67'
L48	N 03°53'20" E	142.97'
L49	N 52°48'54" E	3.19'
L50	N 25°20'02" E	102.26'
L51	N 31°18'22" E	192.55'

CURVE TABLE

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	897.28'	454.45'	N 33°23'56" W	449.62'	29°01'08"
C2	1042.39'	620.74'	N 64°13'38" E	611.59'	34°07'40"
C3	1482.39'	63.88'	S 04°08'59" E	63.87'	2°28'08"
C4	1462.39'	177.61'	N 08°48'56" W	177.56'	6°57'50"
C5	1482.39'	722.20'	N 29°13'59" W	715.08'	27°54'50"
C6	1250.00'	24.07'	N 75°36'35" E	24.07'	1°06'12"
C7	950.00'	75.28'	N 84°10'09" W	75.26'	4°32'25"
C8	950.00'	606.93'	N 63°37'48" W	596.66'	36°36'18"
C9	1462.39'	78.26'	S 19°45'46" E	78.25'	3°04'25"
C10	2295.00'	653.77'	N 53°29'18" W	651.56'	16°19'18"
C11	1250.00'	920.43'	S 82°44'38" E	899.78'	42°11'22"
C12	1050.00'	868.94'	N 85°11'44" W	848.46'	47°24'33"
C13	2195.00'	625.28'	N 53°29'18" W	623.17'	16°19'18"
C14	1050.00'	670.82'	N 63°37'48" W	659.47'	36°36'18"
C15	50.00'	108.04'	N 24°35'38" W	88.82'	123°48'01"
C16	52.00'	41.26'	N 60°02'12" E	40.19'	45°27'40"
C17	48.00'	9.48'	N 77°35'10" E	9.47'	10°24'45"
C18	52.00'	18.94'	N 82°50'28" E	18.84'	20°52'19"
C19	52.00'	38.27'	S 65°38'23" E	37.41'	42°09'55"
C20	52.00'	14.79'	S 18°41'07" W	92.86'	156°29'07"
C21	52.00'	14.79'	S 18°41'07" W	92.86'	156°29'07"
C22	83.47'	14.60'	S 86°56'21" W	14.58'	10°00'23"
C23	23.00'	35.50'	S 47°43'46" W	32.08'	88°26'40"
C24	27.00'	42.41'	S 48°30'25" W	38.18'	90°00'00"
C25	50.00'	78.54'	N 89°40'27" E	70.71'	90°00'00"
C26	1070.00'	683.60'	S 63°37'48" E	672.03'	36°36'18"
C27	50.00'	73.96'	S 39°33'32" E	67.40'	84°44'35"
C28	50.00'	76.43'	S 46°35'16" W	69.20'	87°34'45"
C29	100.00'	107.70'	N 58°45'08" W	102.57'	61°42'27"
C30	250.00'	374.70'	N 70°50'08" W	340.60'	85°52'27"
C31	100.00'	100.87'	N 84°52'28" W	96.65'	57°47'47"
C32	200.00'	142.85'	N 35°33'28" W	139.55'	40°50'33"
C33	250.00'	96.95'	N 29°05'34" W	96.00'	22°46'24"
C34	50.00'	76.43'	N 00°52'48" E	69.20'	87°35'06"



REFERENCES

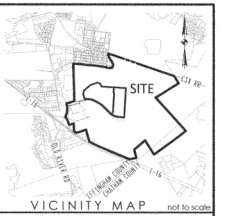
1. PLAT OF A 650.3 ACRE TRACT OF LAND BEING A PORTION OF THE PIERPONT NO. 1, MELDRIM, WISE & C.C. PATRICK NO.4 TRACT, PREPARED FOR INTERNATIONAL PAPER REALTY CORPORATION, BY WILLIAMS & ASSOCIATES, INC., DATED SEPTEMBER 2, 2005, RECORDED IN PLAT BOOK C-97, PAGES A-E, EFFINGHAM COUNTY RECORDS AND PLAT BOOK 32-P, PAGES 22A-E, CHATHAM COUNTY RECORDS.
2. PLAT OF TRACTS "B", "B-1", "C-1" & "C-2", PREPARED FOR THE EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, (IDA), BY HORNE SURVEYING & MAPPING, INC., DATED APRIL 18, 2012, RECORDED IN PLAT BOOK D-100, PAGE DI, EFFINGHAM COUNTY RECORDS.
3. A MINOR SUBDIVISION WELL SITE PLAT, BEING A 1.00 ACRE PORTION OF LANDS OF EFFINGHAM COUNTY DEVELOPMENT AUTHORITY, PREPARED FOR EFFINGHAM COUNTY DEVELOPMENT AUTHORITY, BY HUSSEY GAY BELL, DATED MAY 3, 2016, RECORDED IN PLAT BOOK D-184, PAGE C1-D1, EFFINGHAM COUNTY RECORDS.
4. A BOUNDARY & ACCESS EASEMENT PLAT OF SAVANNAH PORTSIDE INTERNATIONAL PARK I16/V SUBSTATION, PREPARED FOR GEORGIA POWER CO., BY P. NATHAN BROWN, GA RLS #3105, DATED AUGUST 14, 2017, RECORDED IN PLAT BOOK 28, PAGE 100, EFFINGHAM COUNTY RECORDS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFIED THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY DEDICATE ALL EASEMENTS AND ANY SITES FOR PUBLIC OR PRIVATE USE, AS NOTED ON THIS PLAT, FOR THE USES INTENDED.

BRANDT HERNDON — DATE
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
CEO

VICINITY MAP not to scale



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CERTIFICATE OF APPROVAL FOR RECORDING

THIS SUBDIVISION PLAT HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND IS APPROVED FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY, GEORGIA.

EFFINGHAM COUNTY PLANNING & ZONING

TERESA CONCANNON — DATE
INTERIM ZONING ADMINISTRATOR

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE, CORRECT, AND ACCURATE SURVEY AS REQUIRED BY EFFINGHAM COUNTY SUBDIVISION REGULATIONS, AND THAT MONUMENTS SHOWN HAVE BEEN LOCATED AND PLACED TO THE SPECIFICATIONS SET FORTH IN 240-15 REGULATIONS.

MATTHEW D. JONES — DATE
GA PLS #3338

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED 3-26-2010 LAND SURVEYOR MATTHEW D. JONES

MATTHEW D. JONES
GEORGIA REGISTERED LAND SURVEYOR
RLS #3338 / LSF #145
jones.m@thomasandhutton.com

MINOR SUBDIVISION

SAVANNAH PORTSIDE INTERNATIONAL PARK

PHASE 1

1559TH G.M. DISTRICT, EFFINGHAM COUNTY & 8TH G.M. DISTRICT, CHATHAM COUNTY, STATE OF GEORGIA

prepared for
EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

No.	Revision	By	Date

THOMAS & HUTTON
50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300
www.thomasandhutton.com

300 0 300 600
1 INCH = 300 FEET

plat	drawn	reviewed	field	crew
08/25/2020	MDJ	MDJ	12/18/2019	JH

job 28042.0000 SHEET 1 OF 1

Staff Report

Subject: Engineering consultant contract for the 2022 Stormwater Masterplan
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: May 17, 2022
Item Description: Consideration to award an engineering consultant contract for the 2022 Stormwater masterplan project

Summary Recommendation: Staff recommends awarding the consultant contract to Pond and Company for the 2022 Stormwater Masterplan

Executive Summary/Background:

- An RFP was sent to six (6) IDC Engineering Consultants requesting proposals for the stormwater masterplan. Four (4) firms attended the mandatory pre-proposal conference and registered as bidders.
- Proposals were received from three (3) firms:
    - Alliance Consulting Engineers, Inc: NTE $270,000
    - Pond and Company.: NTE $220,600
    - W.K. Dickson: NTE $871,640
    - Thomas and Hutton: Withdrew and did not submit a proposal

Alternatives for Commission to Consider

1. Award an engineering consultant contract to Pond and Company for the 2022 Stormwater Masterplan Project for a NTE Total of $220,600.00
2. Take no action – request additional information
3. Deny – The Coastal Incentive Grant for the Stormwater Masterplan will have to be returned to the State.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Purchasing, Asst. County Manager/County Engineer, Director of Development Services, Finance
Funding Source: CIG Grant, Public Works special tax district
Attachments:

1. Pond Proposal
2. NTP for contract to Pond and Company

RFP No. 22-005

Stormwater Master Plan

Effingham County Board of Commissioners

April 28, 2022 - 11:00 am

POND

RFP No. 22-005

Stormwater Master Plan

Effingham County Board of Commissioners

April 28, 2022 - 11:00 am

POND

POND

49 Park of Commerce Way, Suite 203
Savannah, Georgia 31405

T: 912.228.3611
www.pondco.com

April 28, 2022

Effingham County Purchasing Department
Attn: Alison Bruton, Purchasing Agent
804 S Laurel Street
Springfield, Georgia 31329

RE: Stormwater Master Plan | RFP No. 22-005

Dear Ms. Bruton and Members of the Selection Committee:

We are pleased to submit our proposal to Effingham County for the Stormwater Master Plan. Our specialized experience provides the County a professional engineering firm with a proven track record and over 56 years of municipal on-call experience. Pond is the best value, best suited, and best technical team for this important project and it is our sincere desire to be a valuable partner to Effingham County for this work. Pond's stability, experience, depth, and unique use of technology will deliver a successful project.

This contract will be led by Chris Fagerstrom, PE, who brings an unparalleled understanding of successfully managing similar projects. We present a comprehensive team to help the County develop the County's Stormwater Master Plan to update, replace and expand upon existing plans, studies, and policies. Our goal is to provide you with a working document for the County's stormwater infrastructure to (1) support residential, commercial and industrial activities of the County, (2) efficiently coordinate Capital Improvement Projects, and (3) prepare for an expansion of the Municipal Separate Storm Sewer System (MS4) program.

Our robust team of in-house professionals includes all the disciplines required to complete the requested services to the County including stormwater engineers, environmental engineers, hydrology and hydraulics experts, certified floodplain managers, stormwater inventory and GIS experts, permitting experts, and public involvement specialists. This diversity of experience and bandwidth will allow us to tackle the scope of services listed in the RFP as well as provide many other services should the County need additional support.

We excel at long term, trusted partnerships with our local government clients that are proven by our length of service to many Georgia communities. At Pond, our vision is to be your trusted advisor for this project. Pond is excited about the opportunity to continue to be a trusted partner to Effingham County and look forward to our shared success. We are confident our team brings the right combination of resources, capabilities, and capacity to address Effingham County's needs. If you have any questions or require further explanation on the information contained herein, please do not hesitate to contact us.
Sincerely,

Pond & Company

Chris Fagerstrom, PE
Associate Principal | Director of Water Resources
Project Manager

Melissa Phillips
Business Development Manager
Client Liaison

All Pond marketing materials are printed on papers containing post-consumer recycled fibers and are FSC Certified.

Project Approach | Scope of Services

Pond's initial task will be to coordinate with Effingham County staff to review available information and establish the project study area. The scope of work below has been developed under the assumption that the data collection and modeling effort will be focused on the primary stormwater basins and drainage system in the southern developed portion of the County.

Task 1 Evaluation and Review Data

Effingham County encompasses over 483 square miles with numerous subdivisions and three cities in the southern portion of the County. Based on the sample statistic provided in Question 12 of Addendum 1, there could potentially be tens of thousands of data collection points needed to develop a complete inventory of the County's municipal stormwater collection system. To attempt to meet the budget and time constraints of this project, Pond is proposing to only collect the data necessary to develop the watershed model described in Task 2. The budget for this task is based on 30 days of field collection and 9 days of priority record drawing digitization. We anticipate that the budget will allow for the collection of approximately 800 features. If the County requests additional field collection or digitization services, Pond will provide on an as-needed hourly basis in accordance with the hourly rates previously agreed upon and approved by the County. The following presents a detailed breakdown of the scope of work for Task 1.

Pond's Geospatial Team will evaluate and review Effingham County's currently available GIS (Geographic Information Systems) stormwater collection system inventory, utilities, mapping, system pipes, ditches, retention ponds, and additional data sets related to the area of study defined by Effingham County in coordination with Pond staff. Upon review, all currently available data will be imported into Pond's GIS Database, to be developed in coordination with Effingham County staff and described below under Field Data Collection. Additionally, Pond will convert provided as-built drawings, field inventory, and other collected data (Task 1) into GIS format, through digitization or georeferencing, and add to the final GIS database schema and/or GIS systems within the identified areas of study. The existing data will supplement the data to be collected within the defined area of study.

Field Data Collection

Pond's GIS Team will collect, compile, and perform analysis on existing stormwater asset conditions, dimensions, and location for the areas within the HUC 12 watersheds defined in Task 2. In coordination with Effingham County staff, Pond will develop a geospatial dataset with the associated attribute table within the identified study areas. Field inspection data will be collected for all stormwater infrastructure and may include the following:

- Inspection Status
- Debris
- Erosion
- Vegetation
- Sediment
- Structure damage
- System pipes (type and size)
- Ditches

- Retention ponds
- Drainage basins and high-risk areas susceptible to flooding or stormwater runoff impacts
- FEMA Flood Insurance Rate Maps (FIRMs)
- Development as-builts (most likely AutoCAD data conversion to GIS)
- Field Surveys and Assessments
- Stormwater maintenance logs
- Stormwater related citizen requests

Field Data collection and assessment will be achieved by fielding a team of two Field Technicians utilizing ESRI mobile applications and Go Pro cameras. Data collected will be in real-time with post-processing by office GIS staff. Effingham County staff will have access to Pond's ESRI ArcGIS Enterprise Portal to track project progress and have the ability to download data.

Each collected structure will include a picture attached for assessment and documentation. Data collected will include:

- Condition assessment of stormwater infrastructure, including storm structure type, material, accessibility, and invert elevation measured from top of manhole, etc.

- Visual inspection of the conveyance pipe from the manhole that will provide size, material, and observable condition of pipe from the manhole.

- Inspection of overland conveyance systems, open ditches, providing condition, type, size, shape, material, etc.

Task 2 – Stormwater Quantity/Quality Projections

Pond understands that the goal of Task 2 is to evaluate flooding and water quality concerns within the developed portion of the County. The County desires to evaluate current high-risk areas that may be susceptible to flooding or stormwater runoff water quality impacts and potential future problem areas. To evaluate future problem areas, Pond will review existing land use and zoning requirements and conduct interviews with County staff to determine future projections for growth within the County. The future growth projection will be based on a 20-year County build-out.

The typical project work plan for this task will follow the outline below:

Data Collection

Pond will review available data necessary to develop a macro level regional model of the developed southern portion of the County. This data collection will include the following:

- Review of the County Comprehensive Plan
- Review of existing GIS data
- Review of existing and proposed Capital Improvement Projects

- Utilizing existing Lidar data, Pond will create a Digital Elevation Matrix (D.E.M.). Pond understands that this data is limited, and the coverage may not be available for the entire study area
- Water level and flow gauge data
- Historic Average Rainfall
- Wet Season Rainfall
- NOAA's National Weather Service Hydrometeorological design studies center for Point Precipitation Frequency Estimates (Atlas 14)
- Zoning
- Soil Surveys
- FEMA Mapping
- Basin Delineation
- Land Use
- GDOT Drainage Systems
- Inventory of existing system structures collected in Task 1

Model Development

Pond will develop an existing conditions model based on the data collection above and from Task 1. The model will be focused on macro drainage systems within the seven HUC 12 subwatersheds located in the southern portion of the County. The HUC 12 basins include: 030602020604, 030602040201, 030601090307, 030601090305, 030602020603, 030601090203, and 030601090107. The modeling effort will be focused on major drainage system components and will not include subdivision drainage features unless they are integral to the overall subwatershed. Once the model is developed Pond will run the following storm events:

- Mean Annual Storm Event
- 25-Year, 24-hour Event
- 100-Year, 24-hour Event

Pond will review the model results with the County to anecdotally validate the model. After any necessary calibration Pond will coordinate with the County to develop a reasonable 20-year County development plan. The existing conditions model will be updated with the proposed land use for the 20-year build out and executed for the storm events listed above.

In conjunction with the hydrologic and hydraulic model development, Pond will utilize the SWMM model to evaluate current and future (20-year build out) watershed pollutant loading.

Task 3 – Assessment of Major Asset Conditions and Risk; Development Control Standards

As part of the data collection in Task 1, Pond will collect photos and conditions of existing infrastructure. The condition data will be evaluated, and a ranking system will be established. The ranking system will be added to the attribute data associated with the GIS inventory. A priority list will be prepared and establish the basis for the rehabilitation plan in Task 4. The Priority list will be reviewed with the County client before proceeding to Task 3.

Pond will also review the existing design standards and County ordinances. In combination with the water quality modeling in Task 2, Pond will make recommendations for enhancement to design standards and ordinances to achieve water quality and quantity goals in the 20-year build out plan.

Task 4 – Rehabilitation Plan

The rehabilitation plan will consider short term and long-term needs based on the results of Tasks 2 and 3. For each project identified Pond will prepare an assessment of the consequences associated with failure, the probability of failure, a proposed conceptual improvement plan and a preliminary cost estimate. The proposed budget is based on up to 20 rehabilitation projects.

Task 5 – Expansion Plan

The expansion plan will focus on regional projects to improve water quality and reduce potential flooding. The expansion plan will identify projects needed to address current stormwater level of service and projects needed to maintain future needs for the 20-year build out. A conceptual plan and cost estimate will be prepared for each project identified in the expansion plan. The proposed budget for this task is based on up to 20 proposed projects.

Task 6 – Forecast of Cash Flow Needs

Pond will work with the County to develop an implementation schedule based on the priority of the projects identified in Task 4 and 5. Once the implementation schedule is developed Pond will prepare an annual cash flow needs assessment. The cash flow needs assessment will include the necessary budget for annual construction, Operation and Maintenance associated with each proposed project.

Task 7 – Presentation of Stormwater Master Plan

Pond will coordinate and lead two stormwater masterplan presentations. The first presentation will be conducted during Task 2 and will target stakeholder feedback regarding flooding concern and stormwater quality. This meeting will assist with calibrating the models as well as an opportunity to educate citizens, business owners and property owners. The second presentation will review the draft stormwater master plan with County staff. Feedback from this presentation will be incorporated into the final masterplan.

Task 8 – Delivery of Master Plan and Project Database

The final deliverables will include two (2) hard copies of the masterplan and one digital copy. Additionally, the final deliverable will include a database or excel spreadsheet containing the detailed cost estimate for each project and the hydrologic parameters used to size the improvement.

Man-Hour Estimate & Costs

RFP No. 22-005 - Stormwater Masterplan

ATTACHMENT A
COST NOT TO EXCEED FEE PROPOSAL -

Fee Summary - Please complete with your not-to-exceed manhour estimate			
Scope Breakdown	**Task Hours**	**Unit Cost**	**Total**
TASK 1. Available Data Review, Evaluation, and Data Collection	680	$81.88	$55,680.00
TASK 2. Stormwater Flow Projections	364	$152.31	$55,440.00
TASK 3. Major Asset Condition Assessment / Development Control Standards	136	$162.35	$22,080.00
TASK 4. Rehabilitation Plan	220	$139.09	$30,600.00
TASK 5. Expansion Plan	190	$140.53	$26,700.00
TASK 6. Cash Flow Needs Forecast	50	$150.00	$7,500.00
TASK 7. Presentation of the Stormwater Master Plan	100	$164.00	$16,400.00
TASK 8. Final Project Deliverables	52	$119.23	$6,200.00
TOTALS	1,792	$123.10	$220,600.00

Proposing Company Contact Information:

Company Name:	Pond & Company	
Billing Address:	49 Park of Commerce Way, Suite 203 Savannah, Georgia 31405	Telephone: 912.228.3611
Service Address:	49 Park of Commerce Way, Suite 203 Savannah, Georgia 31405	Telephone: 912.228.3611
Representative Name:	Melissa Phillips	
Representative Contact Address:	49 Park of Commerce Way, Suite 203 Savannah, Georgia 31405	Telephone: 912.667.5185 E-Mail: phillipsm@pondco.com

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink) Stephen M. Bailey
(Signature of Authorized Representative of the Company)

Name Printed: Stephen M. Bailey, PWS Title: Principal | AVP Environment + Water Resources Date: April 28, 2022

Full Fee Breakdown - Please complete with your not-to-exceed manhour estimate				
TASK 1. Available Data Review, Evaluation, and Data Collection		**Task Hours**	**Unit Cost**	**Total**
a	Review of Existing Plan(s)	8	$ 130.00	$ 1,040.00
b	Review of existing Capital Improvement Project lists for the Stormwater collection systems	16	$ 130.00	$ 2,080.00
c	Review of system(s) GIS Mapping	48	$ 90.00	$ 4,320.00
d	Review of CMMS: Ability to integrate with hydraulic models and ability to integrate with other operations	8	$ 150.00	$ 1,200.00
e	Review of the County Comprehensive Plan	16	$ 130.00	$ 2,080.00
f	Update GIS mapping with record drawings for stormwater	72	$ 100.00	$ 7,200.00
g	Prepare and asset inventory and condition assessment of the	24	$ 130.00	$ 3,120.00
h	Conduct field inventory activities to complete GIS map and to build	480	$ 35.00	$ 16,800.00
	Field Technician Travel expenses			$ 16,800.00
i	Assess the adequacy of Stormwater operational and maintenance	8	$ 130.00	$ 1,040.00
			Task 1 TOTAL	**$ 55,680.00**

TASK 2. Stormwater Flow Projections		**Task Hours**	**Unit Cost**	**Total**
a	Create and calibrate a hydraulic computer model of the Stormwater	240	$ 150.00	$ 36,000.00
b	20 Year Stormwater Flooding and Quality Projections by Watershed	100	$ 150.00	$ 15,000.00
c	Interviews with Local Stakeholders	24	$ 185.00	$ 4,440.00
			Task 2 TOTAL	**$ 55,440.00**

TASK 3. Major Asset Condition Assessment / Development Control Standards		**Task Hours**	**Unit Cost**	**Total**
a	Review of Completed Projects	16	$ 130.00	$ 2,080.00
b	Determination of Critical Assets Requiring Inspection	16	$ 130.00	$ 2,080.00
c	Inspection of Critical Assets with assigned grading scale evaluation criteria (including security)	8	$ 130.00	$ 1,040.00
d	Evaluate use of technology and opportunities to achieve additional efficiencies and/or cost savings	8	$ 130.00	$ 1,040.00
e	Review and recommend technological improvements that would benefit the County's system	8	$ 130.00	$ 1,040.00
f	Updated design standards and County ordinances	80	$ 185.00	$ 14,800.00
			Task 3 TOTAL	**$ 22,080.00**

TASK 4. Rehabilitation Plan		**Task Hours**	**Unit Cost**	**Total**
a	20 Year Stormwater Rehabilitation Plan	40	$ 150.00	$ 6,000.00
b	Detailed Scope of Work for Each Proposed Project	80	$ 130.00	$ 10,400.00
c	Evaluation of Proposed Projects Based Upon Consequence and Probability of Failure	40	$ 150.00	$ 6,000.00
d	Prioritization of Proposed Projects	20	$ 150.00	$ 3,000.00
e	Detailed Cost Estimate for Each Proposed Project	40	$ 130.00	$ 5,200.00
			Task 4 TOTAL	**$ 30,600.00**

TASK 5. Expansion Plan		Task Hours	Unit Cost	Total
a	20 Year Stormwater Expansion Plan	40	$ 150.00	$ 6,000.00
b	Detailed Scope of Work for Each Proposed Project	60	$ 130.00	$ 7,800.00
c	Evaluation of Proposed Projects Based Upon Consequence and Probability of Failure	40	$ 150.00	$ 6,000.00
d	Prioritization of Proposed Projects	20	$ 150.00	$ 3,000.00
e	Detailed Cost Estimate for Each Proposed Project	30	$ 130.00	$ 3,900.00
			Task 5 TOTAL	**$ 26,700.00**

TASK 6. Cash Flow Needs Forecast		Task Hours	Unit Cost	Total
a	Incorporate Cash Flow Smoothing Where Practical	20	$ 150.00	$ 3,000.00
b	20 Year stormwater O&M expenditures estimate	10	$ 150.00	$ 1,500.00
c	Identify potential funding sources to assist with capital improvement	10	$ 150.00	$ 1,500.00
d	Calculate the cost of service calculations to the Stormwater system	10	$ 150.00	$ 1,500.00
			Task 6 TOTAL	**$ 7,500.00**

TASK 7. Presentation of the Stormwater Master Plan		Task Hours	Unit Cost	Total
a	Presentation of Draft Plan to Staff	16	$ 185.00	$ 2,960.00
b	Modification of Draft Plan Based Upon Comments	40	$ 150.00	$ 6,000.00
c	Presentation of Draft Plan to Focus Groups	16	$ 185.00	$ 2,960.00
d	Modification of Draft Plan Based Upon Comments	20	$ 150.00	$ 3,000.00
e	Presentation of Final Plan to Board of Commissioners for Approval	8	$ 185.00	$ 1,480.00
			Task 7 TOTAL	**$ 16,400.00**

TASK 8. Final Project Deliverables		Task Hours	Unit Cost	Total
a	Delivery of 2 Printed Spiral Bound Copies and 1 Electronic Copy of the Final Approved Plan	6	$ 100.00	$ 600.00
b	Delivery of 2 Printed Spiral Bound Copies and 1 Electronic Copy of Executive Summary	6	$ 100.00	$ 600.00
c	Delivery of Electronic Database of Flow Projections (with calculations) and Detailed Project Estimates (with calculations)	20	$ 100.00	$ 2,000.00
d	Comprehensive master plan drawing for the system depicting existing piping, ditches, etc. for both existing and future layouts	20	$ 150.00	$ 3,000.00
			Task 8 TOTAL	**$ 6,200.00**

TOTAL $ 220,600.00

RFP No. 22-005 - Stormwater Masterplan

EXCEPTION SHEET

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder's offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County's proposal:

None.

Signature Stephen M. Bickley Date April 28, 2022

11) QUESTION: What is the status of the scanning and digitizing project?
ANSWER: The first round of scanning is complete. Over 27,000 sheets representing 821 projects were scanned. Only about 177 projects (1,213 sheets) had suitable stormwater information on them. None are digitized at this time. Also of note is that after 27,000+ sheets scanning and reviewed, the County's hard file archives still contain thousands of sheets still not scanned. This project completed only a fraction of the total archive.

12) QUESTION: How many mapping features will we need to collect?
ANSWER: A random sampling of our current mapping for the developed areas of the southern part of the county and rural areas of the northern part of the county determined that a typical residential subdivision will have 58,526 feet of pipe, 29.6 miles curb and gutter, 429 inlets, and 46.4 acres of pond area per square mile. Likewise, undeveloped areas tend to have approximately 4.6 miles of roadside ditch, 8,610 feet streams, and 0.8 pipe road crossings per square mile. Vendors may use this data as a means to extrapolate potential volume of data collection countywide.

All other terms and conditions in RFP 22-005 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

Stephen M. Bailey, PWS Principal | AVP Environment + Water Resources	Stephen M. Bailey	April 28, 2022
Print Name	Signature	Date

END OF ADDENDUM NO. 1

Example:
Photo 101, GUID = f9f173db-5d61-4cbd-b1cc-2f6831f8c8a4
GIS Feature, GUID field = f9f173db-5d61-4cbd-b1cc-2f6831f8c8a4

10) QUESTION: Can the County provide the Coastal Incentive Grant application?
ANSWER: See attached final submittal to CIG

11) QUESTION: Model software?
ANSWER: The County would prefer SWMM with the ability to view the results of the model graphically in GIS, to visually review problem areas, good areas, watersheds, etc. If the vendor prefers an alternate software or method, please submit in narrative why that it is the better solution and how it will translate into SWMM for future use by the County and other consultants.

All other terms and conditions in RFP 22-005 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

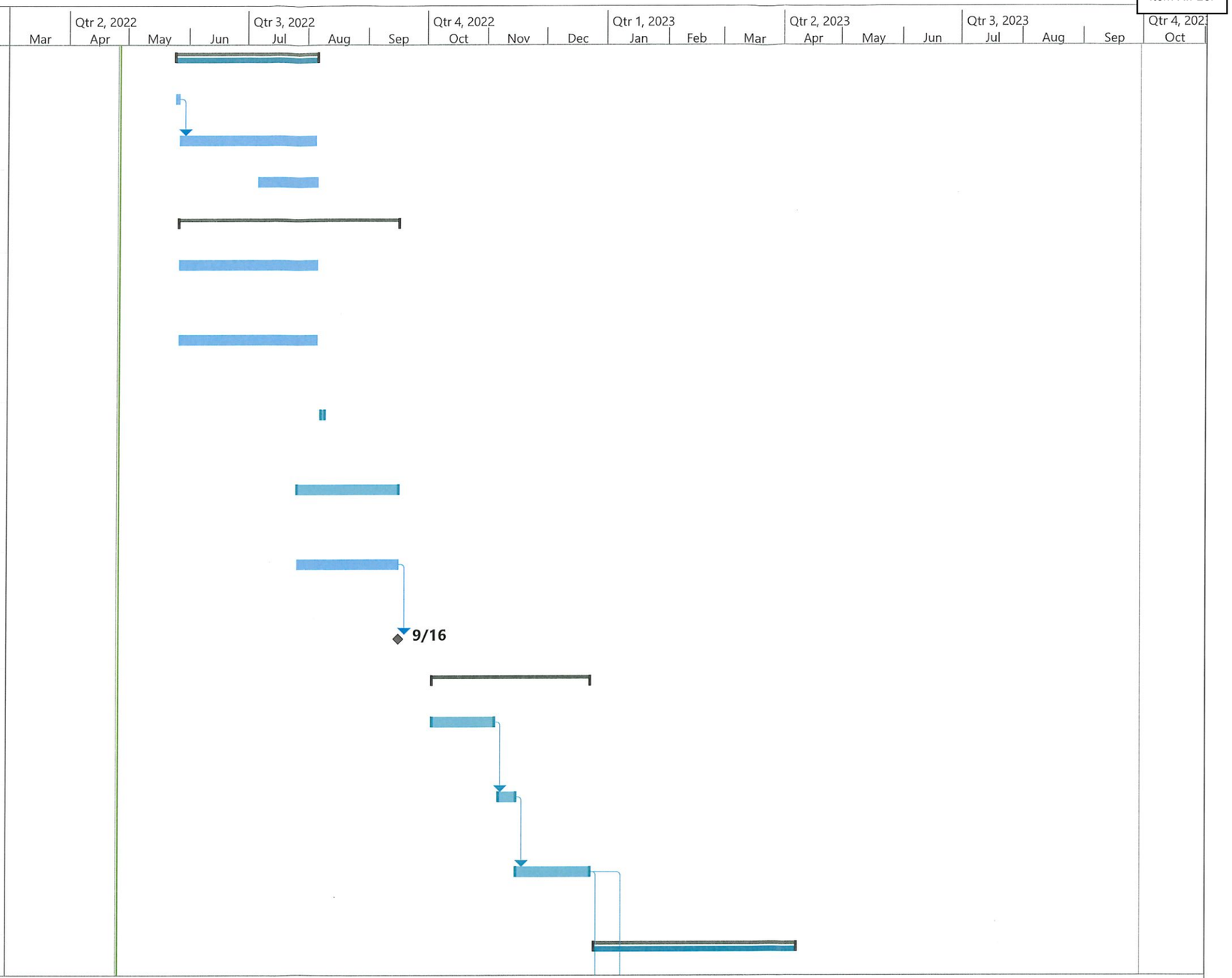
Please sign receipt of this Addendum No. 2 below:

Stephen M. Bailey, PWS
Principal | AVP
Environment + Water Resources — Stephen M. Bailey — April 28, 2022

Print Name | Signature | Date

END OF ADDENDUM NO. 2

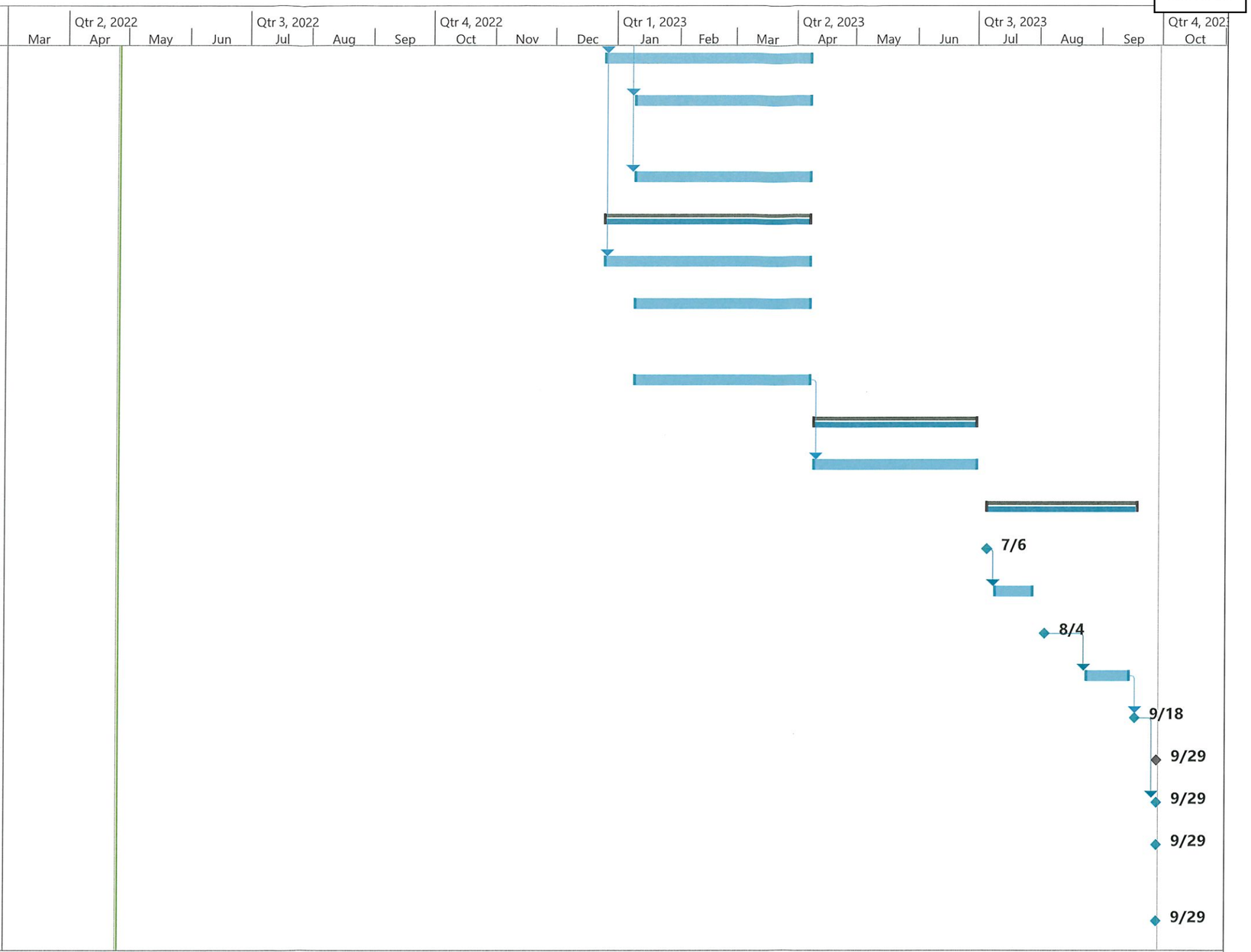
ID	Task Name	Duration	Start	Finish
1	**Task 1**	**53 days**	**Wed 5/25/22**	**Fri 8/5/22**
2	Project Kick-off and Coordination	2 days	Wed 5/25/22	Thu 5/26/22
3	Field Inventory Data Collection	50 days	Fri 5/27/22	Thu 8/4/22
4	Critical Rating Analysis	23 days	Wed 7/6/22	Fri 8/5/22
5	**Task 2**	**81 days**	**Fri 5/27/22**	**Fri 9/16/22**
6	Existing Condition Hydrologic and Hydraulic Modeling	51 days	Fri 5/27/22	Fri 8/5/22
7	Existing Condition Water Quality Modeling	51 days	Fri 5/27/22	Fri 8/5/22
8	Interview with Community Stakeholders	2 days	Mon 8/8/22	Tue 8/9/22
9	20 Year Projection Hydrologic and Hydraulic Modeling	38 days	Wed 7/27/22	Fri 9/16/22
10	20 Year Projection Water Quality Modeling	38 days	Wed 7/27/22	Fri 9/16/22
11	Presentation to County Staff	0 days	Fri 9/16/22	Fri 9/16/22
12	**Task 3**	**59 days**	**Tue 10/4/22**	**Fri 12/23/22**
13	Review of Completed Project and Critical Asset Determination	24 days	Tue 10/4/22	Fri 11/4/22
14	Technology Evaluation and Recommendations	7 days	Mon 11/7/22	Tue 11/15/22
15	Review Standards and Make Recommendations	28 days	Wed 11/16/22	Fri 12/23/22
16	**Task 4**	**75 days**	**Mon 12/26/22**	**Fri 4/7/23**



Project: Effingham SW MP
Date: Wed 4/27/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task Name	Duration	Start	Finish
17	Rehabilitation Plan	75 days	Mon 12/26/22	Fri 4/7/23
18	Project Concepts and Cost Estimates	64 days	Tue 1/10/23	Fri 4/7/23
19	Project Prioritization Plan	64 days	Tue 1/10/23	Fri 4/7/23
20	**Task 5**	**75 days**	**Mon 12/26/22**	**Fri 4/7/23**
21	Expansion Plan	75 days	Mon 12/26/22	Fri 4/7/23
22	Project Concepts and Cost Estimates	64 days	Tue 1/10/23	Fri 4/7/23
23	Project Prioritization Plan	64 days	Tue 1/10/23	Fri 4/7/23
24	**Task 6**	**60 days**	**Mon 4/10/23**	**Fri 6/30/23**
25	Cash Flow Needs Forecast	60 days	Mon 4/10/23	Fri 6/30/23
26	**Task 7**	**53 days**	**Thu 7/6/23**	**Mon 9/18/23**
27	Draft Plan Presentation to Staff	0 days	Thu 7/6/23	Thu 7/6/23
28	Draft Revisions	15 days	Mon 7/10/23	Fri 7/28/23
29	Presentation to Focus Groups	0 days	Fri 8/4/23	Fri 8/4/23
30	Revisions to Plan	15 days	Fri 8/25/23	Thu 9/14/23
31	Final Plan Presentation to Board	0 days	Mon 9/18/23	Mon 9/18/23
32	**Task 8**	**0 days**	**Fri 9/29/23**	**Fri 9/29/23**
33	Final Plan Deliverable	0 days	Fri 9/29/23	Fri 9/29/23
34	Project Cost Estimates and Basis of Design	0 days	Fri 9/29/23	Fri 9/29/23
35	Master Plan Drawing	0 days	Fri 9/29/23	Fri 9/29/23



Project: Effingham SW MP
Date: Wed 4/27/22

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Staff Report

Subject: Water Sewer Masterplan Design – GA EPD Tide Study assistance for WLA study of the Ogeechee Run – Amendment 1
Author: Eric Larson, Asst. County Manager
Department: Public Works
Meeting Date: May 17, 2022
Item Description: Approve an amendment to the task order to provide consultant services to collect data on tide cycles along the Ogeechee Run and Little Ogeechee River to assist GA-EPD with the Waste Load Allocation (WLA) determine of the Ogeechee Run.

Summary Recommendation:
This proposal is for Alliance Consulting Engineers with a tide study for the Little Ogeechee River. This study is a prerequisite to a model study to evaluate a potential new wastewater discharge to Ogeechee Run in Effingham County, GA. After review of the tide study report, GA-EPD requested collection of water salinity data to supplement the tide gauge information.

Executive Summary/Background:

- Alliance Consulting Engineers was selected for Indefinite Delivery Contract (IDC) in February 2021.
- In May 2021, Alliance was selected to perform the water and sewer masterplan project to study our systems and prepare for future growth of the County.
- Masterplan contract is $195,000
- The tide study task order is additional work associated with, but not included within, the masterplan project.
- Task Order is $20,000 and include the tide study and coordination with GA-EPD on the WLA determination and the surface discharge permit request.
- This amendment adds $9,500 to redeploy the water gauges and collect salinity data.

Alternatives for Commission to Consider
1 - Approve the amendment to the task order in the amount of $9,500 for Alliance Consulting Engineers to provide tide study services to assist GA-EPD with the Waste Load Allocation of Ogeechee Run.
2 – Take no action – Request more information.
3 - Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2
Department Review: County Engineer; County Attorney
Funding Source: SPLOST.

Attachments:
1. Task Order
2. Email chain including request for amendment and GA-EPD directives

EFFINGHAM COUNTY

PROFESSIONAL ENGINEERING SERVICES

COUNTYWIDE WATER AND WASTEWATER MASTER PLAN

NOTICE TO PROCEED FOR ADDITIONAL SERVICES

PROJECT NO. 21162-2051

DATED: December 30, 2021

In accordance with Paragraph 1.1 of the Master Agreement between Owner and Engineer for Professional Services date February 4, 2021 ("Agreement") Owner and Engineer agree as follows:

Description of Project: Development of County Wide Water and Water Masterplan for Effingham County, Georgia.

Services of Engineer: In accordance with Alliance Consulting Engineers Master Agreement for Services Dated February 4, 2021 and Proposal Dated May 17, 2021 revised herein to include the Additional Services presented below:

- Wastewater Discharge Permit Coordination and Field Support
- Data Analysis and Application Review
- Interface with Georgia Environmental Protection Division
- Ogeechee Tidal Study for the Little Ogeechee River
  - Location Selection for Gauge Deployment
  - Deployment of Gauges for One (1) Month
  - Analysis of Results and Delivery to EPD
  - Coordination with County and State on next phases of work

Cost of Services: The method of Payment shall be in accordance with Article 5 – Payment of Services of the Master Agreement (dated February 4, 2021).

- Current Agreement Contract Amount: $195,000
- Additional Services Notice to Proceed: $ 20,000

Estimated Time Schedule: Tidal Study Services are expected to be completed in 60 to 90 days from approved Notice to Proceed to factor required Gauge Deployment period.

Agreed as to Scope and Cost of Services, and Time Schedule:

EFFINGHAM COUNTY	**ALLIANCE CONSULTING ENGINEERS, INC.**
BY: Timothy Callanan	BY: Deepal S. Eliatamby, P.E.
County Manager TITLE	President TITLE
DATE	1/3/2023 DATE
WITNESS	WITNESS
Address for giving notices: 804 S. Laurel Street Springfield, Georgia 31329	Address for giving notices: Post Office Box 8147 Columbia, South Carolina 29202-8147

Proposal Short Form

Client:	Alliance Consulting Engineers, Inc	E-mail:	ahogan@alliancece.com	E-Mail	☒
Address:	124 Verdae Boulevard, Suite 505	Phone:	864-284-1740	Facsimile	☐
	Greenville, South Carolina 29607	Cell:	865-508-0110	Standard Mail	☐
Attention:	Adam R. Hogan, P.E.	Effective Date:	December 20, 2021		
Project Name:	Little Ogeechee River Tide Study	Location:	Effingham County, GA		

Scope: This proposal is for Water Environment Consultants, LLC (WEC) to assist Alliance Consulting Engineers (Alliance) with a tide study for the Little Ogeechee River. This study is a prerequisite to a model study to evaluate a potential new wastewater discharge to Ogeechee Run in Effingham County, GA. This proposal is based on the web meeting between Georgia EPD, the County, Alliance and WEC during which the wasteload allocation for the potential discharge was discussed. WEC proposes the following scope of services:

- Select two locations for tide gauge deployment;
- Obtain EPD concurrence on tide gauge locations;
- Deploy gauges for 1 month;
- Analyze results and deliver to EPD;
- Coordinate with Alliance, the County and EPD on the next phase of work to evaluate the wasteload allocation for the potential discharge.

This constitutes an initial phase of work. After completing this scope, WEC will provide a second scope of work to include any necessary technical analyses and/or numerical modeling needed to further evaluate the proposed discharge and estimate the likely permit limits. The second scope of work cannot be defined until after the above tide study scope of work is completed.

Schedule: WEC will complete the field work within 45 days of the notice to proceed.

Project Cost: This project will be conducted on a time-and-materials basis at the rates in our attached rate schedule. The cost will not exceed $8,700 unless agreed upon by Alliance. Expenses will be billed at cost, with no markup.

Terms and Conditions: This project will be conducted under the Master Agreement between Alliance and WEC dated June 25, 2021.

Authorization: If this proposal is acceptable, please sign in the space provided below returning one copy.

Authorized By:	**WEC Approval By:**
(Signature)	(Signature)
Deepal S. Eliatamby, P.E.	Matt Goodrich, P.E.
(Name)	(Name)
President	Principal
(Title)	(Title)
January 3, 2022	December 20, 2021
(Date)	(Date)

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Monday, May 9, 2022 4:33 PM
To: Eric Larson <ELarson@EffinghamCounty.org>
Cc: Frank I. Turano <FTurano@alliancece.com>
Subject: EXTERNAL:21162-2051 Ogeechee Run Tide Study - Additional Services

Eric,

We would respectfully request an Additional Fee of $9,500 for the Salinity Data Collection for the Ogeechee Run Tide Study per Elizabeth Booth's (GA DNR's) request. If this is acceptable, please let us know, and whether this email will suffice or whether we need a formal NTP in place. Once approved, we'll let you know the schedule and we'll let Ms. Booth know that this is proceeding and make another request to do the Modeling in parallel.

Thanks,
Adam

Adam R. Hogan, PE, LEED Green Associate
Regional Manager
Alliance Consulting Engineers, Inc.
124 Verdae Boulevard, Suite 505
Greenville, SC 29607-3843
Tel: (864) 284-1740
Fax: (864) 284-1741
Cell: (864) 508-0110
E-Mail: ahogan@allianceCE.com
Web: www.allianceCE.com
Bluffton, SC | Charleston, SC | Charlotte, NC | Columbia, SC | Greenville, SC

ALLIANCE CONSULTING ENGINEERS

Inc. 5000 AMERICA'S FASTEST GROWING PRIVATE COMPANIES 2015

SOUTH CAROLINA SC ONE HUNDRED 2013 2014 2015 2016 2017 2018

ENRSoutheast TOP DESIGN FIRMS 2014 2015 2016 2017 2018 2019 2020

From: Matt Goodrich <mgoodrich@water-ec.com>
Sent: Thursday, April 28, 2022 10:26 AM
To: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; Adam R. Hogan <ahogan@alliancece.com>
Cc: Jeff deBessonet <jdebessonet@water-ec.com>; John Durkee <jdurkee@water-ec.com>; Eric Larson <ELarson@EffinghamCounty.org>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Hello Liz:

In the interest of time, can the additional salinity monitoring be done in parallel with moving forward with development of a modeling plan?

Also, salinity, if present, would be highest during dry periods. Would discrete measurements with a hand-held instrument on two different days during relatively dry periods (e.g,. no rainfall within the past several days) be sufficient? Or will EPD require deployment of continuous YSI gauges over a specified period (two or four weeks)? Please let me know and we will get the data collected.

Regards,
Matt

Matt Goodrich, P.E.
Principal

Water Environment Consultants
P.O. Box 2221
Mount Pleasant, SC 29465-2221
Office: 843-375-9022 ext. 2
Cell: 843-696-0682
www.water-ec.com

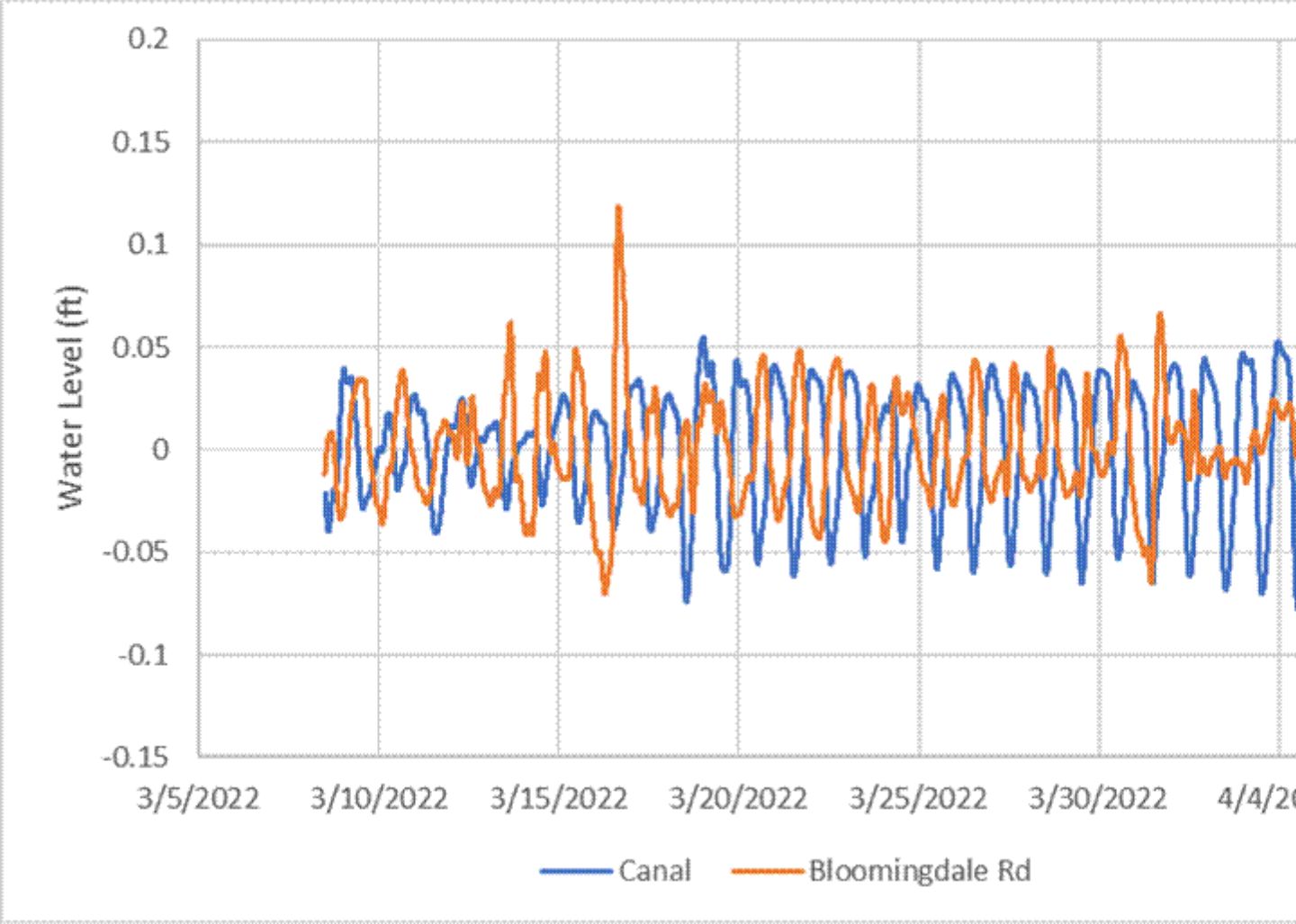
From: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>
Sent: Wednesday, April 27, 2022 9:34 AM
To: Matt Goodrich <mgoodrich@water-ec.com>; Adam R. Hogan <ahogan@alliancece.com>
Cc: Jeff deBessonet <jdebessonet@water-ec.com>; John Durkee <jdurkee@water-ec.com>; Eric Larson <ELarson@EffinghamCounty.org>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

To finish this project so it is approvable, you need to collect conductivity/salinity data at both sites. Thanks Liz

From: Matt Goodrich <mgoodrich@water-ec.com>
Sent: Wednesday, April 27, 2022 8:35 AM
To: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; Adam R. Hogan <ahogan@alliancece.com>
Cc: Jeff deBessonet <jdebessonet@water-ec.com>; John Durkee <jdurkee@water-ec.com>; Eric Larson <ELarson@EffinghamCounty.org>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Hi Liz:

The requested plot is below. The two signals are out of phase with each other, which could be attributed to either travel time or a standing wave phenomenon. We did not collect salinity data.



Regards,
Matt

Matt Goodrich, P.E.
Principal

Water Environment Consultants
P.O. Box 2221
Mount Pleasant, SC 29465-2221
Office: 843-375-9022 ext. 2
Cell: 843-696-0682
www.water-ec.com

Specialized Engineering and Permitting Support in the Water Environment

From: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>
Sent: Tuesday, April 26, 2022 4:33 PM
To: Adam R. Hogan <ahogan@alliancece.com>
Cc: Matt Goodrich <mgoodrich@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; John Durkee <jdurkee@water-ec.com>; Eric Larson <ELarson@EffinghamCounty.org>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Thank you for the addition work, the report is much improved.

It is interesting to note the time of travel of the “tidal energy wave.” This may explain why the daily diurnal temperature match up at one location and are off at the second. Just for grins and giggles, it may be interesting to see to plot the high frequency graphs on the same plot to see if they are offset by a given time.

Also do you have salinity or conductivity data at the two locations where you recorded stage data?

Thanks Liz

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Tuesday, April 26, 2022 2:23 PM
To: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>
Cc: Matt Goodrich <mgoodrich@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; John Durkee <jdurkee@water-ec.com>; Eric Larson <ELarson@EffinghamCounty.org>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Adam R. Hogan <ahogan@alliancece.com>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: RE: Effingham County NPDES Permit - Tide Study Plan

Liz/Benoit,

Attached is an updated Tidal Study Report from Alliance and WEC for Effingham County expounding on the potential factors of the diurnal variations in the water level of the Little Ogeechee River. As noted in the report, it appears that Rainfall was the major factor factoring into these variations.

After you've had a chance to review, please let us know if there is a good time to schedule a call to discuss next steps.

Thanks,
Adam

From: Matt Goodrich <mgoodrich@water-ec.com>
Sent: Friday, April 22, 2022 10:15 AM
To: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Adam R. Hogan <ahogan@alliancece.com>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Hello Liz:

Thank you for the comments. Before we proceed with any additional work, can you please confirm that what we are planning to do will be acceptable?

The very small diurnal variations in the water level (0.1 to 0.15 ft) are unlikely caused by astronomical tidal effects since the tides are dominated by semi-diurnal variations. The gauges also measured temperature, and the water level data appear to be correlated to the diurnal variations in temperature. Also, wind can affect the water level variations.

We are planning on analyzing the relationship between the water levels, temperatures and wind velocities to see if they explain the diurnal variations in the water levels. In addition, we will look at available rainfall data for this period. We do not have any salinity data. Is this approach acceptable?

Thanks,
Matt

Matt Goodrich, P.E.
Principal

Water Environment Consultants
P.O. Box 2221
Mount Pleasant, SC 29465-2221

Office: 843-375-9022 ext. 2
Cell: 843-696-0682
www.water-ec.com

Specialized Engineering and Permitting Support in the Water Environment

From: Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>
Sent: Friday, April 22, 2022 8:07 AM
To: Adam R. Hogan <ahogan@alliancece.com>; Hayes, Josh <josh.hayes@dnr.ga.gov>; Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>; Dickson, Audra <Audra.Dickson@dnr.ga.gov>
Subject: RE: Effingham County NPDES Permit - Tide Study Plan

Here are my comments:

The Canal station, which is the blue line in the figure in the Report, is obvious effected by something every day, which is why it goes up and down. We see something similar at the Bloomingdale Road station, the orange line, but to a much smaller extent. I think there is additional information we need before we can make any conclusions. Is the daily rise and fall of the water level due to the energy wave influence of the tides downstream, probably but we don't have the downstream tidal data to correspond it to. At the Canal station, there are also increases of the water levels that occur around the 19th and 24th probably due to rainfall, but we don't rainfall data to indicate this. We see addition increases in the water level at the Bloomingdale Rd station on the 17th and 31st. Finally, we need them to include any salinity data that may have been collected that shows that what we see in the figure is not the result of the saltwater tidal wave.

Thanks Liz

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Thursday, April 21, 2022 9:16 PM
To: Hayes, Josh <josh.hayes@dnr.ga.gov>; Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>
Subject: RE: Effingham County NPDES Permit - Tide Study Plan

Benoit,

It's our understanding that you are now the point of contact for this NPDES Permit as Josh Hayes has moved to a new position.

Attached is the Report of the findings of the Tide Study for Effingham County on the Little Ogeechee River. After you've had a chance to review, please let us know if you have any questions.

We'd respectfully like to request a follow-up meeting (virtually) with GA DNR, Effingham County, Alliance and Water Environment Consultants and any other parties necessary to discuss next steps with the NPDES Permitting, which we assume will be some modeling for the proposed discharge. Please let us know if there are any times in the next week that work well for your team.

Thanks,
Adam

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Wednesday, April 13, 2022 6:55 PM
To: Hayes, Josh <josh.hayes@dnr.ga.gov>; Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>; Harlie M. Wdowiak <hwdowiak@alliancece.com>; Frank I. Turano <FTurano@alliancece.com>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Josh,

Attached is the Report of the findings of the Tide Study for Effingham County on the Little Ogeechee River. After you've had a chance to review, please let us know if you have any questions.

We'd respectfully like to request a follow-up meeting (virtually) with GA DNR, Effingham County, Alliance and Water Environment Consultants and any other parties necessary to discuss next steps with the NPDES Permitting, which we assume will be some modeling for the proposed discharge. Please let us know if there are any times in the next week or two that work well for your team.

Thanks,
Adam

4/13/22
Adam Hogan, Jeff DeBessonet, Eric
Harlie Wdowiak

Get report to EPD. Get next step.
Offer to model to speed it up.
They would likely need a work plan.

Next steps would be to do the study, set WLA,

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Saturday, April 9, 2022 10:00 PM
To: Eric Larson <ELarson@EffinghamCounty.org>
Cc: Frank I. Turano <FTurano@alliancece.com>; Harlie M. Wdowiak <hwdowiak@alliancece.com>
Subject: EXTERNAL:21162-2051 Effingham County NPDES Permit - Tide Study

Eric,

The water level gauges for the Tide Study were retrieved this week. Attached is a draft of the Little Ogeechee River Tide Monitoring Report for your review. The results were favorable.

Please let us know if you have any questions or comments, and we can discuss submittal to GA EPD.

Thanks,
Adam

Adam R. Hogan, PE, LEED Green Associate
Regional Manager
Alliance Consulting Engineers, Inc.
124 Verdae Boulevard, Suite 505
Greenville, SC 29607-3843
Tel: (864) 284-1740
Fax: (864) 284-1741
Cell: (864) 508-0110
E-Mail: ahogan@allianceCE.com
Web: www.allianceCE.com

From: Hayes, Josh <josh.hayes@dnr.ga.gov>
Sent: Tuesday, March 1, 2022 3:08 PM
To: Matt Goodrich <mgoodrich@water-ec.com>
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Adam R. Hogan <ahogan@alliancece.com>; Booth, Elizabeth <Elizabeth.Booth@dnr.ga.gov>; Thomas M. Kennedy <TKennedy@alliancece.com>; John Durkee <jdurkee@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>; Causse, Benoit <Benoit.Causse@dnr.ga.gov>; Welte, Josh <Josh.Welte@dnr.ga.gov>
Subject: EXTERNAL:RE: Effingham County NPDES Permit - Tide Study Plan

Hello Mr. Goodrich,

We find the sampling locations proposed in the attached document to be acceptable.

Feel free to contact me if you have any questions.

Thanks,

Josh Hayes

Environmental Engineer
Municipal Permitting Unit
Environmental Protection Division
2 Martin Luther King Jr. Drive
Suite 1152 – East Tower
Atlanta, GA 30334
Phone: (470) 524-0561 ***NEW***

From: Adam R. Hogan <ahogan@alliancece.com>
Sent: Wednesday, January 26, 2022 9:46 PM
To: josh.hayes@dnr.ga.gov; Elizabeth.Booth@dnr.ga.gov
Cc: Eric Larson <ELarson@EffinghamCounty.org>; Thomas M. Kennedy <TKennedy@alliancece.com>; John Durkee <jdurkee@water-ec.com>; Matt Goodrich <mgoodrich@water-ec.com>; Jeff deBessonet <jdebessonet@water-ec.com>
Subject: EXTERNAL:Effingham County NPDES Permit - Tide Study Plan

Josh,

This email is to follow up on the Microsoft Teams Meeting from December 9, 2021.

We are now under contract with Effingham County on a Tide Study related to associated NPDES Permitting for a potential Surface Water Discharge of Treated Wastewater. I've copied Eric Larson with Effingham County along with our other team members on this email.

Attached is a map showing the proposed locations of the tide gauges. We'd like to have your group approve or comment on the locations before we deploy the gauges.

The river is certainly tidal at I-95. We suspect the tidal influence is minimal at the Savannah-Ogeechee canal. We can't pull over to install a gauge at I-16, so the first location for river access to install a gauge above what we expect is the tidally influenced area is at Bloomingdale Road.

If there's any need to have a quick call prior to approving these locations, please let us know.

Thanks,
Adam

Staff Report

Subject: UGA Extension Office staffing contract
Author: Tim Callanan, County Manager
Department: County Manager
Meeting Date: 5/17/22
Item Description: Consideration to move all UGA Extension Office personnel off the County payroll and onto a contract with the University of Georgia

Summary Recommendation:
Staff is requesting approval to move all UGA Extension Office personnel off the County payroll and onto a contract with the University of Georgia beginning July 1, 2022.

Executive Summary:
Currently, the UGA Extension Office has two Agents and a Resource Manager that receive part of their pay from the County and part from UGA. Additionally, there are two 4-H Program Assistants and one 4-H Educator that are fully employed by the County. This new arrangement would move all six positions off of the County's payroll completely beginning July 1, 2022 and moving forward all six positions will receive their paychecks from UGA only. Quarterly, UGA will invoice the County for its share of actual expenses on the same basis that they are paid now – with the County funding half of the Agents and Resource Manager and all of the two 4-H Program Assistants and the 4-H Educator. Currently, UGA estimates the annual cost to be approximately $174,252 (without medical insurance for the vacant positions) whereas if these positions remain on the County payroll as they are now, it's estimated they will cost the County approximately $216,187. Once the vacant positions are filled and insurance benefits are selected, it's expected that the actual costs will be closer to the County's estimate. Moving these individuals from the County payroll to a contract basis with UGA is expected to be cost-neutral, but will be a simpler arrangement.

Background:
1. All six positions are currently on County payroll and have been for many years
2. Some employees are fully paid by the County, others are paid partially by the County and partially by UGA
3. Extension Office personnel are currently handled as a special case for many pieces of payroll: retirement, insurance, COLA, unemployment, etc. are all handled differently for Extension Office personnel than other personnel because of the existing arrangements with UGA
4. Moving these positions from payroll to a contract with UGA would simplify the entire process

Alternatives for Commission to Consider:

1. Approve for ECBOC to contract with UGA for Extension Office personnel, removing these six positions from County payroll and paying them via contract.
2. Do not approve to contract with UGA for Extension Office personnel. Continue to keep these positions on payroll.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – Approve for ECBOC to contract with UGA for Extension Office personnel, removing these six positions from County payroll and paying them via contract.

Other Alternatives:

N/A

Department Review: *(list departments)*

County Manager, Finance

Funding Source:

General Fund, UGA Extension Office department

Attachments:

UGA Extension Office personnel contract

Date: _____

To: Janet Hollingsworth
Southeast District Extension Director

From: _____
Wesley Corbitt, Chairman
Effingham County Board of Commissioners

Subject: Renewal Contract - Effingham County BOC

The Effingham County BOC wishes to maintain a contract agreement between the Effingham County Board of Commissioners and the Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Coopererative Extension Service.

The contract is for salary, retirement, SS/Med and HLO costs for the employees as noted on the attached budget for the period of July 1, 2022 - June 30, 2023.

The budget sheet is attached.

The county requests a final invoice to be sent within 60 days of the contract end date.

*** Please note there are signature lines on page 2 ***

_____

District Extension Director Date

_____

Associate Dean for Extension, CES, UGA Date

Effingham County Board of Commissioners

July 1, 2022 - June 30, 2023

FY 23				
Salary	**Original**		**Amended**	
Morgan Triplett, 4H Agent (TRS)	$	24,000.00		
Karen Looper, SEC (TRS)	$	12,000.00		
Blake Carter, CEC, PS Asst -ANR (TRS)	$	23,629.20		
Chase Weitman, 4H PA- PT	$	14,560.00		
VACANT, 4H PA (TRS)	$	34,000.00		
VACANT, 4H Edu (TRS)	$	20,503.08		
Total Salaries	**$**	**128,693**	**$**	**-**
Benefits				
TRS (19.98%)	$	25,712.86	$	-
Total Benefits	**$**	**25,713**		
Social Security (7.65%)				
FICA OASDI (6.2%)	$	7,979	$	-
FICA HI (1.45%)	$	1,866	$	-
Total SS	**$**	**9,846**		
Insurance - for 4H PA				
Hospital	$	-		
Life	**$**	**-**		
Total HLO	**$**	**16,000**	TBD during hiring process	
Total Salary and Fringe	**$**	**180,252**	**$**	**-**

Totals are rounded up to the next $ for contract billing, only actual expenses will be billed.

UGA will bill quarterly for the actual expenses of the above. All other benefits will be charged to 11310 13200 17300001 112001.

Bill to the following name and address:
Effingham County Board of Commissioners
804 S. Laurel St.
Springfield, GA 31329

Contact:
Mark Barnes, Finance Director
912-754-8012
mbarnes@effinghamcounty.org
accountspayable@effinghamcounty.org

Approved by:

Wesley Corbitt, Chairman
Effingham County Board of Commissioners

UNIVERSITY OF GEORGIA
EXTENSION

Southeast District Cooperative Extension
Forest Drive Building, #238, Room 1303
Statesboro, GA 30458 Phone: 912-478-8991
Email: sefinance@uga.edu

Request for Verification of Position Funding for New and Replacement Positions

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

New Position: ☑ **Existing Position:** ☐ **Full Time:** ☑ **Part Time:** ☐

County	Effingham	**Position Title:**	4H Educator		
Employee Replacing:				Hours/week:	40

Salary Commitment Breakdown

	Board of Commission	Board of Education	Other (Grant)	UGA	Totals
Cooperative Pay Type:	Direct Pay ☐ Contract Pay ☑	Direct Pay ☐ Contract Pay ☐	Internal ☐ External ☐		
Gross Wages	$36,000.00				$36,000.00
SS/Med - FICA (7.65%)	$2,754.00				$2,754.00
TRS (19.98% eff. 7/1/22)	$7,193.00				$7,193.00
Ins. (Med/Life) Fully Co Funded	$17,776.00				$17,776.00
Other: (i.e. Travel, Operating)					$0.00
Other: (Travel stipend/allotment)					$0.00
Total Commitment	$63,723.00	$0.00	$0.00	$0.00	$63,723.00

Position Justification: ☐ County is providing use of county vehicle.

This is to move an existing position fully county funded position in Effingham County to UGA contract.

CEC Signature	**Date**
BOC Official Signature	**Date**
Extension DED Official Signature	**Date**

Revised Feb 2022

UNIVERSITY OF GEORGIA
EXTENSION

Southeast District Cooperative Extension
Forest Drive Building, #238, Room 1303
Statesboro, GA 30458 Phone: 912-478-8991
Email: sefinance@uga.edu

Request for Verification of Position Funding for New and Replacement Positions

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

New Position: ☑ **Existing Position:** ☐ **Full Time:** ☑ **Part Time:** ☐

County	Effingham	**Position Title:**	4H Program Assistant
Employee Replacing:		Hours/week:	40

Salary Commitment Breakdown

	Board of Commission	Board of Education	Other (Grant)	UGA	Totals
Cooperative Pay Type:	Direct Pay ☐ Contract Pay ☑	Direct Pay ☐ Contract Pay ☐	Internal ☐ External ☐		
Gross Wages	$32,500.00				$32,500.00
SS/Med - FICA (7.65%)	$2,487.00				$2,487.00
TRS (19.98% eff. 7/1/22)	$6,494.00				$6,494.00
Ins. (Med/Life) Fully Co Funded	$17,776.00				$17,776.00
Other: (i.e. Travel, Operating)					$0.00
Other: (Travel stipend/allotment)					$0.00
Total Commitment	$59,257.00	$0.00	$0.00	$0.00	$59,257.00

Position Justification: ☐ County is providing use of county vehicle.

This is to move an existing position fully county funded position in Effingham County to UGA contract.

CEC Signature	**Date**
BOC Official Signature	**Date**
Extension DED Official Signature	**Date**

Revised Feb 2022

UNIVERSITY OF GEORGIA
EXTENSION

Southeast District Cooperative Extension
Forest Drive Building, #238, Room 1303
Statesboro, GA 30458 Phone: 912-478-8991
Email: sefinance@uga.edu

Request for Verification of Position Funding for New and Replacement Positions

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

New Position: ☑ **Existing Position:** ☐ **Full Time:** ☐ **Part Time:** ☑

County	Effingham	**Position Title:**	4H Program Assistant		
Employee Replacing:				Hours/week:	19

Salary Commitment Breakdown

	Board of Commission	Board of Education	Other (Grant)	UGA	Totals
Cooperative Pay Type:	Direct Pay ☐ Contract Pay ☑	Direct Pay ☐ Contract Pay ☐	Internal ☐ External ☐		
Gross Wages	$17,340.00				$17,340.00
SS/Med - FICA (7.65%)	$1,328.00				$1,328.00
TRS (19.98% eff. 7/1/22)					$0.00
Ins. (Med/Life) Fully Co Funded					$0.00
Other: (i.e. Travel, Operating)					$0.00
Other: (Travel stipend/allotment)					$0.00
Total Commitment	$18,668.00	$0.00	$0.00	$0.00	$18,668.00

Position Justification: ☐ County is providing use of county vehicle.

This is to move an existing position fully county funded position in Effingham County to UGA contract.

CEC Signature	**Date**
BOC Official Signature	**Date**
Extension DED Official Signature	**Date**

Revised Feb 2022

Staff Report

Subject: Resolution to impose a moratorium on rezoning for R-3 multifamily and R-6 single family residential development.
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: May 17, 2022
Item Description: Consideration of a resolution to impose a moratorium on rezoning for R-3 multifamily and R-6 single family residential development, for a period of ninety (90) days, while the county considers changes to its zoning ordinance.

Summary Recommendation: The interests of the public necessitate the enactment of a moratorium for health, safety, morals, aesthetics, and general welfare purposes.

Executive Summary/Background:

- As a part of planning, zoning, and growth management, the Board of Commissioners of Effingham County has been reviewing the County's Comprehensive Plan and the Zoning Ordinance, and has studied the County's best estimates of the type of development that can be anticipated within the unincorporated areas.
- The Board of Commissioners is committed to growth management that promotes health, safety, morals, aesthetics and the general welfare of the citizens of Effingham County. This includes management of congestion on County roads, security of the public from crime and other dangers, promotion of health and general welfare of residents, and protection of the aesthetic qualities of the County including access to air and light.
- The County is experiencing development pressures that include an increasing number of applications to rezone land for multi-family housing and high density single family residential development in the R-3 and R-6 zoning districts that are designed as rental communities, and has determined that a moratorium on new applications is necessary.
- The County Attorney has reviewed and approved the resolution as to form.

Alternatives for Commission to Consider
1 – Approve the resolution to impose a moratorium on rezoning land for R-3 multifamily and R-6 single family development.
2 – Take no action.

Recommended Alternative: 1 **Other Alternatives:** N/A

Department Review: Development Services; County Attorney

Funding Source: N/A

Attachments:

1. Moratorium on rezoning land for R-3 multifamily and R-6 single family development.

STATE OF GEORGIA)
EFFINGHAM COUNTY)

RESOLUTION NO. 022-026
RESOLUTION ENACTING A MORATORIUM FOR A PERIOD OF FOUR MONTHS ON COMMERCIAL AND RESIDENTIAL RE-ZONINGS FOR PROPERTY TO BE USED FOR MULTI-FAMILY RESIDENTIAL AND R-6 SINGLE FAMILY RESIDENTIAL DISTRICT PURPOSES WHILE THE COUNTY CONSIDERS CHANGES TO ITS ZONING ORDINANCE

WHEREAS, recent development trends in the County suggest that current trends for R-6 multi-family residential use and R-6 single family residential district use may not be adequately addressed by the current County Zoning Ordinance; and

WHEREAS, the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as "Board") is vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated areas of the County; and

WHEREAS, Georgia law recognizes that local governments may impose moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, pursuant to the case law found at Taylor v. Shetzen, 212 Ga. 101, 90 S.E.2d 572 (1955); Lawson v. Macon, 214 Ga. 278, 104 S.E.2d 425 (1958); and most recently City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E.2d 90 (2001); and

WHEREAS, the Courts take judicial notice of a local government's inherent ability to impose moratoria on an emergency basis; and

WHEREAS, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that, "To justify a moratorium, it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals." The Board has found that the interests of the public necessitate the enactment of a moratorium for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Board therefore considers it paramount that land use regulation continues in the most orderly and predictable fashion with the least amount of disturbance to landowners and to the citizens of the County. The Board has always had a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and in particular the lessening of congestion on County roads, security of the public from crime and other

dangers, promotion of health and general welfare of its citizens, protection of the aesthetic qualities of the County including access to air and light, and facilitation of the adequate provision of transportation and other public requirements; and

WHEREAS, it is the belief of the Board that the concept of "public welfare" is broad and inclusive; that the values it represents are spiritual as well as physical, aesthetic as well as monetary; and that it is within the power of the Board "to determine that a community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled," Berman v. Parker, 348 U.S. 26, 75 S.Ct. 98 (1954), it is also the opinion of the Board that "general welfare" includes the valid public objectives of aesthetics, conservation of the value of existing lands and buildings within the County, making the most appropriate use of resources, preserving neighborhood characteristics, enhancing and protecting the economic well-being of the community, facilitating adequate provision of public services, and the preservation of the resources of the County; and

WHEREAS, the Board is, and has been interested in developing a cohesive and coherent policy regarding residential and commercial growth and zoning in the County, and have intended to promote community development through stability, predictability and balanced growth which will further the prosperity of the County as a whole; and

WHEREAS, the Board has directed the Development Services to evaluate possible revisions to the Effingham County Zoning Ordinance and development regulations with respect to the regulation of R-3 multi-family residential and R-6 single family development so as to address current development trends; and

WHEREAS, it is in the best interest of the citizens of the County to place a moratorium on the application and issuance of residential and commercial re-zonings until the review is completed.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

1. In order to adequately study said issues and any zoning ordinance amendments determined to be required, the Board finds as follows: the zoning ordinance and comprehensive land use plan require review as they relate to R-3 multi-family housing and R-6 single family housing; substantial detriment and irreparable harm may result if further regulation of R-6 multi-family housing and R-6 single family housing is needed and not implemented; said review of the ordinance and plan requires that a cessation of limited duration of rezoning be implemented with regard to R-6 multi-family housing and R-6 single family developments; and it is necessary and in the public's interest to delay, for a reasonable and finite period of time, the acceptance or processing of any applications for such developments to ensure that the design, development, and location are consistent with the long-term planning objectives of the County.

2. There is hereby imposed a moratorium on the acceptance by County staff of rezoning or the acceptance of applications for rezonings for the development of R-3 multi-family housing and R-6 single family developments as such as provided for under the zoning ordinance of the County. For purposes of this moratorium, the "multi-family developments" and "single family developments" are those that are currently allowed under the County zoning ordinance in the following zones:

Section 5.6 R-3 Multifamily Residential Districts.
Section 5.8 R-6 Single-family residential district (4.5 dwellings per acre).

3. The duration of this moratorium shall be until the County adopts amendments to its zoning ordinance, abandons this effort by vote of the Board, or until August 16, 2022.

4. This moratorium shall have no effect upon rezonings occurring before the effective date of this Resolution.

5. It is hereby declared to be the intention of the Board that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Board to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Board that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is hereby further declared to be the intention of the Board, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Board that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

6. All Resolutions or parts of Resolutions in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

7. The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

8. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with this Resolution.

9. The Resolution shall take effect immediately upon its adoption.

SO ADOPTED THIS ____ DAY OF SEPTEMBER, 2021.

BOARD OF COMMISSIONERS OF EFFINGHAM , COUNTY, GEORGIA

_____
WESLEY CORBITT, CHAIRMAN

ATTEST:

_____
STEPHANIE JOHNSON, CLERK

[COUNTY SEAL]

Staff Report

Subject: **Meeting Cancellation**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: 05/17/2022
Item Description: Consideration to approve to cancel the July 5, 2022 Board of Commissioners Meeting

Summary Recommendation:
Staff is inquiring if the Board would like to consider canceling or postponing the meeting due to the 4th of July holiday.

Executive Summary:
The Board of Commissioners meets the 1st and 3rd Tuesday of each month as noted within our enabling legislation. However, there are times the board opts to cancel or reschedule a meeting due to holidays.

Background:
The Fourth of July holiday is typically a time of vacationing to travel during the summer break with family for both the Commissioners and Staff. Additionally, most pertinent business of the county (to include the fiscal year budget) is finalized.

Alternatives for Commission to Consider:
1. Approve to cancel the July 5, 2022 Board of Commissioners meeting
2. To consider an alternative date for meeting
3. Do not cancel the meeting.

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: Move the meeting to another date.

Department Review: Administration

Funding Source: No funding required

Attachments: None