



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, March 05, 2024 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **PLANNING COMMISSION RECOMMENDATIONS**
 - 4.1. Withdrawal of Z23120012 - Rezone 9.66 acres from A1 to A to raise animals for commercial ag use, sell products & have tours - Applicant: Megan Kukla/Owners: Rosemary & Michael Kukla - Property located at 309 Riverbend Rd./Map/Parcel C0990008 - District 5
5. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - 5.1. Approval of February 13, 2024 Meeting Minutes
 - 5.2. Contracts & Budgeted Purchases of \$25,000 or Greater
 - 5.3. Declaration of Surplus Property
 - 5.4. MOU Modification - US Forest Service
 - 5.5. Government Window - Saas Agreement - Walton Co. 911
6. **RESOLUTIONS**
 - 6.1. FY24 Budget Amendments
 - 6.2. Project Length Budget and FY24 Budget Amendment - Walton Co. Government Building Surveillance System

7. CONTRACTS

[7.1.](#) Reeves Young, LLC - The Grove - Walton Co. Parks & Recreation Facility

[7.2.](#) Ascension Program Management - Walnut Grove Park

8. PUBLIC WORKS

[8.1.](#) Proposed Solid Waste Fees - Walton County Recycling Center

9. ACCEPTANCE OF BIDS/PROPOSALS

[9.1.](#) Walton County Government Building Surveillance System

10. APPOINTMENTS

[10.1.](#) Voting Delegate - Georgia Opioid Settlement Advisory Commission and Regional Advisory Council Slate Consideration

11. DISCUSSION

11.1. County Manager's Report/Update

12. PUBLIC COMMENT | *3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.*

13. ANNOUNCEMENTS**14. EXECUTIVE SESSION****15. ADJOURNMENT**

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 at least 48 hours prior to the meeting and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk.

Tracie Malcom <tracie.malcom@co.walton.ga.us> Mon, Jan 29, 2024 at 8:58 AM
To: John Pringle <jahombspringle@msn.com>, Wesley Sisk <wesley@brownoilcompany.com>, Tim Hinton <hintontim01@gmail.com>, Tim Kemp <TJKemp59@gmail.com>, Keith Prather <keith_prather@yahoo.com>, Pete Myers <pete@georgiahdrantservices.com>, Josh Ferguson <jdawgs15@gmail.com>, charna parker <cparker@co.walton.ga.us>

See below

----- Forwarded message -----
From: **Megan Kukla** <mkooks2002@yahoo.com>
Date: Sun, Jan 28, 2024 at 7:39 PM
Subject: Re: Ex: Re: Pull zoning application
To: Rosemary Kukla <rkukla@cpp.edu>
Cc: Tracie Malcom <tracie.malcom@co.walton.ga.us>

Hi Tracie,

Thank you for all your help. Unfortunately because of the immense negativity we have received from our neighbors we have decided to pull the application and stop all proceedings regarding the rezoning request. Please let me know if you need anything more from me.

- All my best,
Megan Kukla
818-606-9133



Planning and Development Department Case Information

Case Number: Z23120012

Meeting Dates: Planning Commission 02-01-2024 – Withdrew Application 1/28/2024
Board of Commissioners 03-05-2024

Applicant:
Megan Kukla
309 Riverbend Road
Monroe, Georgia 30655

Owner:
Rosemary & Michael Kukla
309 Riverbend Road
Monroe, Georgia 30655

Current Zoning: A1

Request: Rezone 9.66 acres from A1 to A to raise animals to use natural fibers for products to sell and tours by appointment only.

Address: 309 Riverbend Road, Monroe, Georgia 30655

Map Number: C0990008

Site Area: 9.66

Character Area: Neighborhood Residential

District 5: Commissioner –Jeremy Adams Planning Commission –Tim Hinton

DOT Comments: WEB Z23120012 located at 309 Riverbend Rd will not need to coordinate with Georgia DOT.

City of Monroe: No Comment Received but information was sent to the City of Monroe for review.

PC ACTION 2/1/2024:

1. Z23120012-Rezone 9.66 acres from A1 to A to raise animals for commercial ag use, sell products & have tours-Applicant: Megan Kukla/Owners: Rosemary & Michael Kukla-Property located on 309 Riverbend Rd/Map/Parcel C0990008-District 5.

Presentation: Charma Parker, Director of Walton County Planning & Development; advised the Planning Commission that the Applicant has withdrew the application.

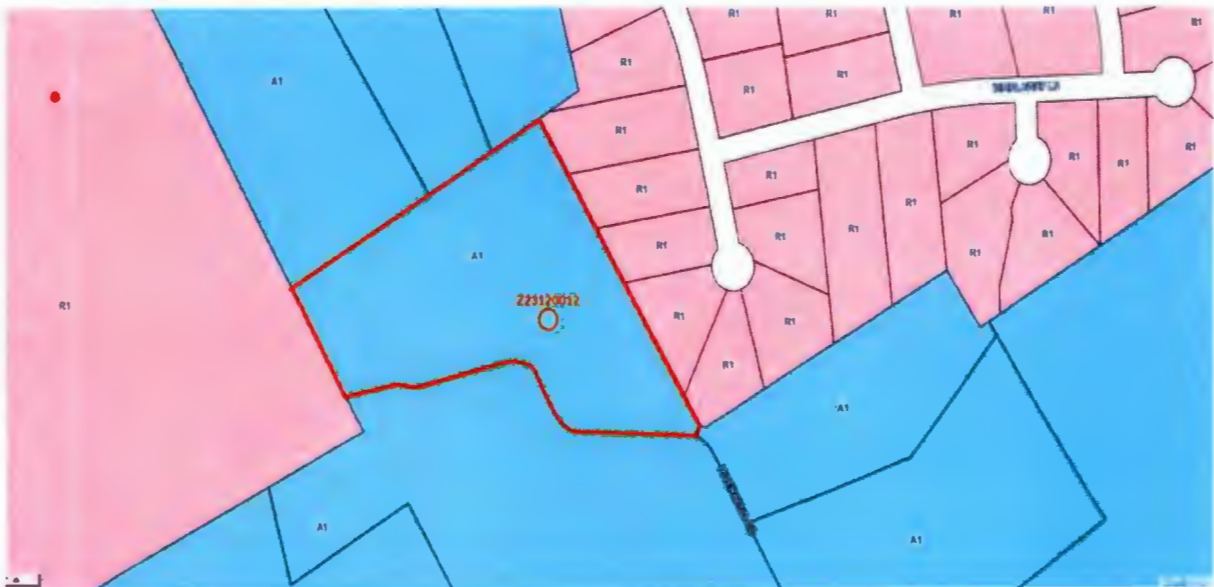
Speaking: None

Recommendation: Timothy Kemp made a motion to accept the withdrawal with a second by Keith Prather. The motion carried unanimously.

Existing Site Conditions: Property consists of 9.66 acres.



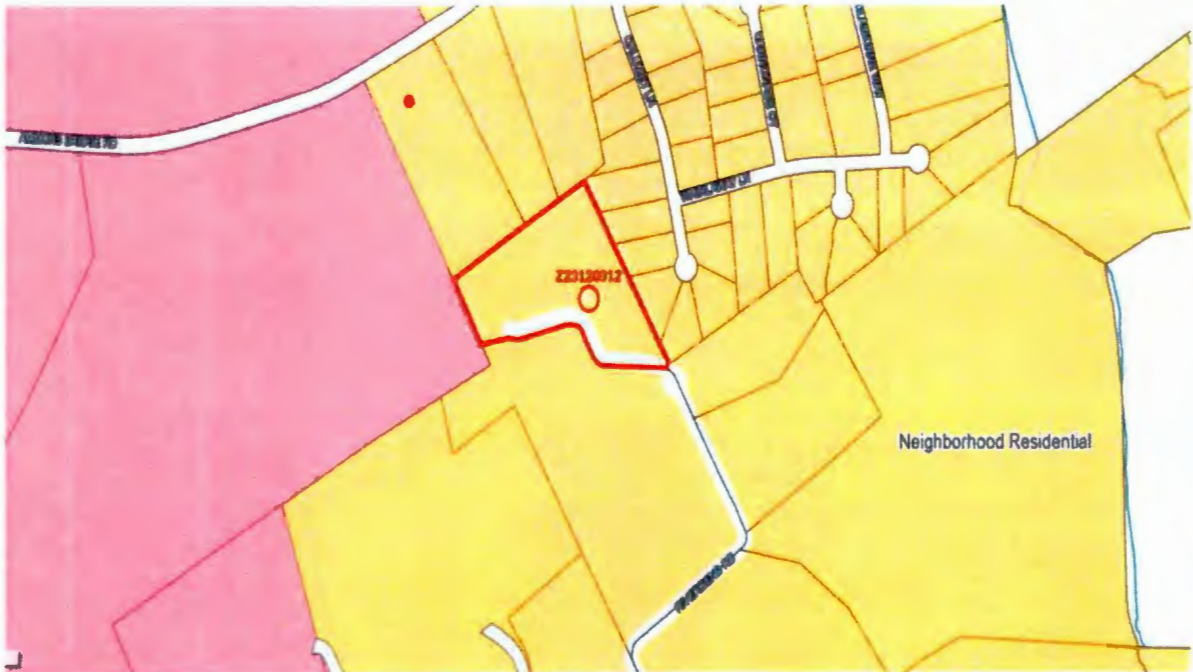
The surrounding properties are zoned A1 and R1.



Subdivisions surrounding property:



The Future Land Use Map for this property is Neighborhood Residential.



History:

CU99769	John/Michelle Deel	Horse Arena	C099-8	Approved with conditions that Ms. Deel only gives personal equestrian training and riding lessons
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Staff Comments/Concerns: This property is located off a private easement with 5 houses that is basically a one lane road.

Should the Board favor approval of the rezone, the department would suggest the Board put conditions on the rezone.

Comments and Recommendations from various Agencies:

Public Works: Public Works has No Issue with Approval of this Request.

Sheriffs' Department: This will not impact the Sheriff's Office.

Water Authority: This property is located within the City of Monroe Service area.

City of Social Circle Water Department:

Fire Marshal Review: Shall comply with all current codes and ordinances set forth by State Fire Safety Minimums, NFPA, International Fire Code, Georgia Accessibility Coe and Walton County Ordinances. Fire hydrant to be located within 500'. Full plan review shall be performed before Certificate of Occupancy is issued Proposed classroom may need additional life safety requirements.

Fire Department Review: Fire hydrant distance is approximately 4000 feet from the proposed commercial business. Long driveway would hinder and slow emergency response. The one way street would have detrimental effects is a disabled vehicle is blocking emergency access.

Board of Education: No comment received.

Rezone Application # 223120013 Application to Amend the Official Zoning Map of Walton County, Georgia

Planning Comm. Meeting Date 02-01-2024 at 6:00PM held at **WC Historical Court House, 111 S. Broad St, Monroe, Ga (2nd Floor)**

Board of Comm Meeting Date 03-05-2024 at 6:00PM held at **WC Historical Court House**

You or your agent must be present at both meetings

Map/Parcel 20990008

Applicant Name/Address/Phone #

Property Owner Name/Address/Phone

Megan Kukla

Rosemary + Michael Kukla

309 Riverbend Rd, Monroe 30655

309 Riverbend Rd, Monroe 30655

818-606-9133

R(909-455-5829) M(818-606-6292)

E-mail address: mKooks2002@yahoo.com

(If more than one owner, attach Exhibit "A")
rkukla@cpp.edu

Phone # 818-606-9133

Phone # 909-455-7829

Location: 309 Riverbend Rd Requested Zoning A Acreage 9.664 (9.66)

Existing Use of Property: Residence and pastures + barn for Alpacas, duck, pig

Existing Structures: 2 story home + garage, Barn, arena, animal run-ins

The purpose of this rezone is utilize pastures + facilities with a business that emphasizes use of natural fibers. Tours available by appointment to the public and a store with product for + about fleece animals

Property is serviced by the following:

Public Water: _____ Provider: _____ Well:

Public Sewer: _____ Provider: _____ Septic Tank:

The above statements and accompanying materials are complete and accurate. Applicant hereby grants permission for planning and zoning personnel to enter upon and inspect the property for all purposes allowed and required by the Comprehensive Land Development Ordinance.

Rosemary Kukla
Signature

12/15/23
Date

\$ 350.00
Fee Paid

Public Notice sign will be placed and removed by P&D Office

Signs will not be removed until after Board of Commissioners meeting

Office Use Only:

Existing Zoning A1

Surrounding Zoning: North A1 South A1
East R1 West R1

Comprehensive Land Use: Neighborhood Residential **DRI Required?** Y _____ N

Commission District: S - Jeremy Adams Watershed: _____ TMP

I hereby withdraw the above application _____ Date _____

Article 4, Part 4, Section 160 Standard Review Questions:

Provide written documentation addressing each of the standards listed below:

1. Existing uses and zoning of nearby property;

Adjacent properties are zoned A1 and R1. Most are residential with some personal animals. Neighbors along Deer Run and Riverbend are 2 to 10 acre plots R1

2. The extent to which property values are diminished by the particular zoning restrictions;

The current zoning of A1 does not allow for a business license. We want to open the facility to the public and sell product related to the animals on the property. Most visitors will be by appointment, except for open ranch days 2-4 times per year.

3. The extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public;

Difficult to answer as I don't think this request destroys property values. The benefit is to the public as there will be an activity that can be enjoyed by families, youth clubs, etc. It is an educational opportunity to learn about the benefits of natural materials for clothing, blankets, and household products.

4. The relative gain to the public, as compared to the hardship imposed upon the individual property owner;

As previously stated "Alpaca and Friends Fiber Farm" would provide an educational opportunity for the public. Without the new zoning we would be unable to utilize the potential of the property. We would have to give up on our plans or move to another location.

5. The suitability of the subject property for the zoned purposes; and

The property is currently well suited for the plans to develop "Alpaca and Friends Fiber Farm." A 6 stall Barn, with attached space suitable for a reception area & store exists. There is also an Arena, pastures, run-ins and misc. buildings on the property.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property

We have been on the property for about 1 year and the previous owners lived on sight. At one time the previous owners boarded horses.

**Alpaca and Friends Fiber Farm
Megan Kukla, Owner
Business Plan**

Georgia

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Executive Summary

The purpose of this business plan is threefold. First to establish the need for property and financing of the property that supports the goals of this agritourism venture. Second, to support the need for at least one residence or a construction loan for a residence on the property. And lastly to outline the tasks necessary to prepare the property and define expectations for year 2 when the farm is open to the public. Alpaca and Friends Fiber Farm was founded by Megan Kukla. Rosemary and Michael Kukla will provide the home and land in support of this venture.

Products and Services

The primary revenue stream will be farm tours, educational activities, and events utilizing fiber animals such as alpacas, llamas, angora goats and merino sheep. Other fiber animals will be added as the business permits. Additional revenue will be from farm store product sales both on-site and on-line. The third section of the business plan will further detail the services and products offered by Alpaca and Friends Fiber Farm.

The Financing

Will need a small loan to purchase the property. The plan is to utilize existing buildings, add secure fencing for fiber animals, and purchase fiber animals as needed. The owner expects to self-fund the purchase of stock and supplies. Agricultural grants will be sought if large equipment is needed.

Mission Statement

Alpaca and Friends Fiber Farm's mission is to be a leader in agritourism and education of fiber animals in Georgia.

Management Team

Alpaca and Friends Fiber Farm was founded by Megan Kukla. Ms. Kukla has more than five years' experience in the alpaca community. She has attended numerous seminars, shows and educational events. Ms. Kukla is active in CALPACA and has served on the board of directors. The California Alpaca Breeders Association was the first, and the oldest, regional alpaca association in the Northern Hemisphere and has

been a leader in the alpaca industry since 1989. Through her experience, she will be able to bring her business to profitability.

Sales Forecasts

Ms. Kukla expects a strong rate of growth beginning with the second year of the operation. The first year will primarily be dedicated to the purchase of land, layout, fencing, marketing, stocking the farm store, and the purchase of additional fiber animals. Below are very conservative financial figures expected over the next 4 years.

Profit and Loss Projection - 4 years				
Year	1	2	3	4
Service and Sales	\$0.00	\$45,500	\$52,000	\$58,000
Operating Costs		\$16,500	\$21,500	\$23,000
Taxes and Interest		\$1,600	\$1,800	\$2,000
Depreciation		\$1,900	\$1,900	\$1900
Net Profit	\$0.00	\$15,000	\$30,000	\$55,000

Expansion Plan

Ms. Kukla expects her business to consistently increase yearly beginning with year two. She expects to implement various marketing campaigns that will effectively reach her target market. By year 3 and 4 expansion will include adding additional fiber animals.

Company and Financing Summary

Registered Name and Corporation Structure

Alpaca and Friends Fiber Farm. The company will be registered in Georgia once we have property zoned for Agricultural business

Required Funds

No external funding is required.

Investor Equity

Ms. Kukla is not seeking an investment from a third party.

Management Equity

Megan Kukla owns 100% of Alpaca and Friends Fiber Farm.

Exit Strategy

Several options are available depending upon how far removed from the business Ms. Kukla wants to be. One option is to provide housing to a Farm Manager as part of the salary package and have that person take over the farm duties. Another is to remain in the home on the property and lease the remaining property and assets. A third option is to sell the entire acreage, with or without the animals. The fiber animals could be sold separately to other fiber farms.

Products and Services

Initial Product and Services beginning with year 2:

Farm Tours
 Picnic table rentals
 Adopt a fiber animal for a year
 Hosted Birthday Parties (also other themed parties)
 Pictures: Posed with Alpacas or other fiber animals
 Farm store with fiber animal items, dryer balls, raw fleece, yarn,
 manure, goat products, and books

Future Product and Services beginning year 3:

Add additional fiber animals such as Himalayan cows, camels, etc.
 Add Camel rides
 Add a patch of growing cotton, silk worms and compare natural fibers
 Classes on felting, soap making, knitting, spinning and more
 Agisting (Boarding) – possibly horses in addition to alpacas
 Weddings
 Fiber animal rentals

Strategic and Market Analysis

Economic Outlook

Only around 13% of the average American farm household will get their income from the farm. While some will work other jobs to foot the bills, a rising number are turning to agritourism to provide what their farm is not bringing in otherwise. The travel and tourism business in America brings in about \$947 billion dollars per year.

Interestingly, the very fastest growing sector of farming revenue for small farms is the field of agritourism. That is according to the United States Drug Administration. A survey five years back indicated that the average agritourism revenue is about \$25,000. In California, there were over 700 farms doing \$50,000 a year. Agritourism in the state of Georgia and Hawaii is growing and many other states have reported great strides in the industry.

In Georgia, agriculture and tourism are the state's top two economic generators. The combination of the two promotes all areas of Georgia, rural and urban and encourages tourists to explore Georgia's farms and agribusinesses.

Rising interest of consumers in on-farm tourism or farm stays is one of the major market growth drivers.

Industry Analysis

Fortune Business insights says that the value of the agritourism market was at USD 69.24 billion in 2019 and is projected to reach USD 117.37 billion by 2027.

California is the #6 global economy, if it were a country, it would be 6th, based on its \$2.4trillion GDP. 1.1 million work in travel and tourism and the California market is 11% of the US travel market. 75% of the state travelers are Californians visiting their own state. In 2017 to 2018 there were 275 million - 280 million California person trips. While the growth of alpaca farms that deal only in reproduction and fiber have slowed, agritourism is one of the leading ventures in the alpaca industry.

Customer Profile

Customers at the Alpaca and Friends Fiber Farm include families, school tours, community members, those celebrating a birthday or other special event, church groups, 4-H, scouts, tourists within the area, etc.

Competitive Analysis

There are no alpaca farms in Rockdale, Newton, Walton, Clayton, and Spalding Counties. There are currently fifteen alpaca farms in the state of Georgia, five of which are in neighboring counties, Fulton, Douglas, Gwinnett, Hall, Oconee, and Morgan. While most all encourage farm visits, many also have a unique feature. Alpaca and Friends Fiber Farm will emphasize the educational value of natural fibers in clothing, rugs, linens, etc. Alpaca farms add value to a community as it attracts tourism and provides a wholesome family activity for community members.

Marketing Plan

Marketing Objectives

Establish a relationship with large animal veterinarians, regional alpaca owners and alpaca enthusiast.

Implement a local campaign with the target market via the use of flyers, local media, and word of mouth.

Develop an online presence by creating a website that tracks the progress of the first year of the farm. Ultimately the website will include the online store, farm tour appointments and be the primary method of contact with Alpaca and Friends Fiber Farm.

Marketing Strategies

Ms. Kuklia intends on using several marketing strategies to reach the target market for the Alpaca and Friends Fiber Farm. Brochures will be placed in hotels within one hour of the farm to attract travelers in the area. Contact will be made with local media, schools, 4-H, and scout organizations. Continued enhancement to the website, utilizing internet strategies, will keep the website relevant and available.

Pricing – beginning year 2

Farm Tours (by appointment, initially on weekends)

1 to 5 people: \$50 6 to 10 people: \$100

Reserve a picnic table \$25

Adopt a fiber animal \$150 per year

Adoption certificate

Certificate/Registration copy

Picture of your fiber animal

4 visits per year (1 child and 1 adult) to learn about their fiber animals and spend time with their fiber animal.

Appropriate treats for fiber animal

Hosted Birthday Parties for 10 children/2 adults-\$300 (\$10 for each additional person)

Space for party (inside or outdoors) with tables and chairs

Fiber Craft Cake and Ice cream

Farm Tour Beverage and water

Pictures: self - free Taken with Alpacas every 2 poses \$25 (several shots per pose) 4x6 pictures, 2 of each pose.

Farm Store: Income and Miscellaneous \$8,000

Year 2 Income per Products and Services

Farm Tours:

40 Weekends, 6 visits each weekend=240 visits @ \$50 ea. =
\$12,000 (minimum) to \$24,000

Reserve picnic table:

40 weekends, 2 per weekend= \$2,000

Adopt a fiber animal:

10 per year = \$1,500

Hosted Parties:

20 per year = \$6,000

Pictures:

40 Weekends, 4 per weekend = \$4,000

Total from above: \$25,500 - \$49,000

Miscellaneous and store income: \$8,000

Grand Total: \$33,500 - \$57,000

Future Product and Services

Offer other fiber animals such as Cows, llama, camel, etc.

Add Camel rides

Agisting (Boarding)

Weddings

Fiber animal rentals

Organizing Plan and Personnel Summary

Corporate Organization

Owner, Megan Kukla, initially will be the sole employee of the company. Assistance, as needed, will come from family, friends, and volunteers. Year 4, part-time help may be hired for weekend appointments.

Organization Budget

Personnel Plan Yearly				
Year	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Owner	0	\$15,000	\$20,000	\$25,000
Bookkeeper	Fam Volunteer	Fam Volunteer	Fam Volunteer	Fam Volunteer
Farm Hand	Volunteers	Volunteers	Volunteers	Volunteers

Management Biography

The owner, Megan Kukla, has a vast experience in multiple fields. She has been an active photographer since high school, placing in several contests and has sold photographs to *Alpaca Magazine*. A college graduate from Cal State Northridge with a Bachelor of Arts in Television Arts. Ms. Kukla worked for more than 12 years in the Television/Movie industry. Her skills include editing film, building websites, and managing a team of Technical Assistants and Assistant Editors. Ms. Kukla has experience with owning, breeding, and showing alpacas. This includes shearing, fiber use/cleaning, spinning, and knitting. Currently, Ms. Kukla is employed by Tractor Supply working Monday-Thursday. Farm visits would be on Friday-Sunday afternoons.

Financial Plan

Underlying Assumptions

Alpaca and Friends Fiber Farm will have a minimum annual revenue growth rate of 10% from years 2-4.

Farm grants will be sought for the purchase of equipment, processing fleece, etc.

Sensitivity Analysis

During times of economic recession or a sluggish economy Alpaca and Friends Fiber Farm may experience a slowdown in Farm Tours and related activities. Adjustments in products and services may be required and, if necessary, Ms. Kukla could continue or return to the workforce.

General Assumptions

General Assumptions				
Year	1	2	3	4
Property Interest		3.90%	3.90%	3.90%
Housing Interest		2.5%	2.5%	2.5%
Federal Tax Rate		12%	12%	12%
State Tax Rate		9.3%	9.3%	9.3%
Personnel Taxes		8.85%		

Monthly Analysis

Monthly Break-Even Analysis				
Year	1	2	3	4
Monthly Revenue	\$0	\$2,800	\$3,100	\$3,400
Yearly Revenue		\$33,600	\$37,200	\$40,800

Initial Cash Flow: \$50,000

Costs for Year 1

Hay for 8 alpacas, 2 goats and 2 sheep: 175 bales@\$35 each= \$6,125

Miscellaneous foods, vitamins, and treats = \$1,500

Veterinary and shearing: \$5,000 to \$8,000

Insurance:

Maintenance and repairs

Fencing: Define multiple pastures for various fiber animals

Product: Purchase goats, sheep, and llamas

Product: Merchandise for the Farm Store

Infrastructure: Run-ins for animals, storage for Hay and equipment

Equipment: Small tractor with attachments, 2 ATVs with trailer, zero turn mower, manure collector, feeders, water to each pasture etc.

Property Requirements – 10-15 acres total

4-5 Bedroom House with a study, sewing room, Garage (~2500 sq ft)

7-8 acres of pasture for fiber animal grazing, Run-in for each pasture

Pole Barn (~40x40x14) (stalls, hay storage, refrigerator, double sinks, tumbler, ventilated space, hot plate, storage)

Craft/Education Classroom with Lavatory (~30x18)

Farm Store (~24x24)

Office

References

[Agritourism - American Planning Association](https://planning.org/knowledgebase/agritourism)

<https://planning.org/knowledgebase/agritourism>

[Agritourism in California - California Agriculture News Today](https://californiaagtoday.com/agritourism-california)

<https://californiaagtoday.com/agritourism-california>

[Agritourism and Farm Tours - USDA](https://www.nal.usda.gov/afsic/agritourism-and-farm-tours)

<https://www.nal.usda.gov/afsic/agritourism-and-farm-tours>

[Agritourism Market Size, Growth, Share | Global Industry ...](https://www.fortunebusinessinsights.com/agritourism-market-103297)

<https://www.fortunebusinessinsights.com/agritourism-market-103297>

[California Agritourism - UCANR](https://ucanr.edu/sites/agritourism)

<https://ucanr.edu/sites/agritourism>

[Calpaca: Connect with California Alpaca Farmers!](http://www.calpaca.org)

www.calpaca.org

[Colorado agritourism experiencing a boom](https://www.denverpost.com/2021/10/31/opportunities-abound-for-growing-local-agrito...)

www.denverpost.com/2021/10/31/opportunities-abound-for-growing-local-agrito...

[Georgia Agritourism Association - Home Page \(georgia-agritourism.org\)](http://georgia-agritourism.org)



Tracie Malcom <tracie.malcom@co.walton.ga.us>

Some Pictures for Z23120013

1 message

Rosemary Kukla <rkukla@cpp.edu>

Tue, Jan 2, 2024 at 12:52 AM

To: "tracie.malcom@co.walton.ga.us" <tracie.malcom@co.walton.ga.us>





Image



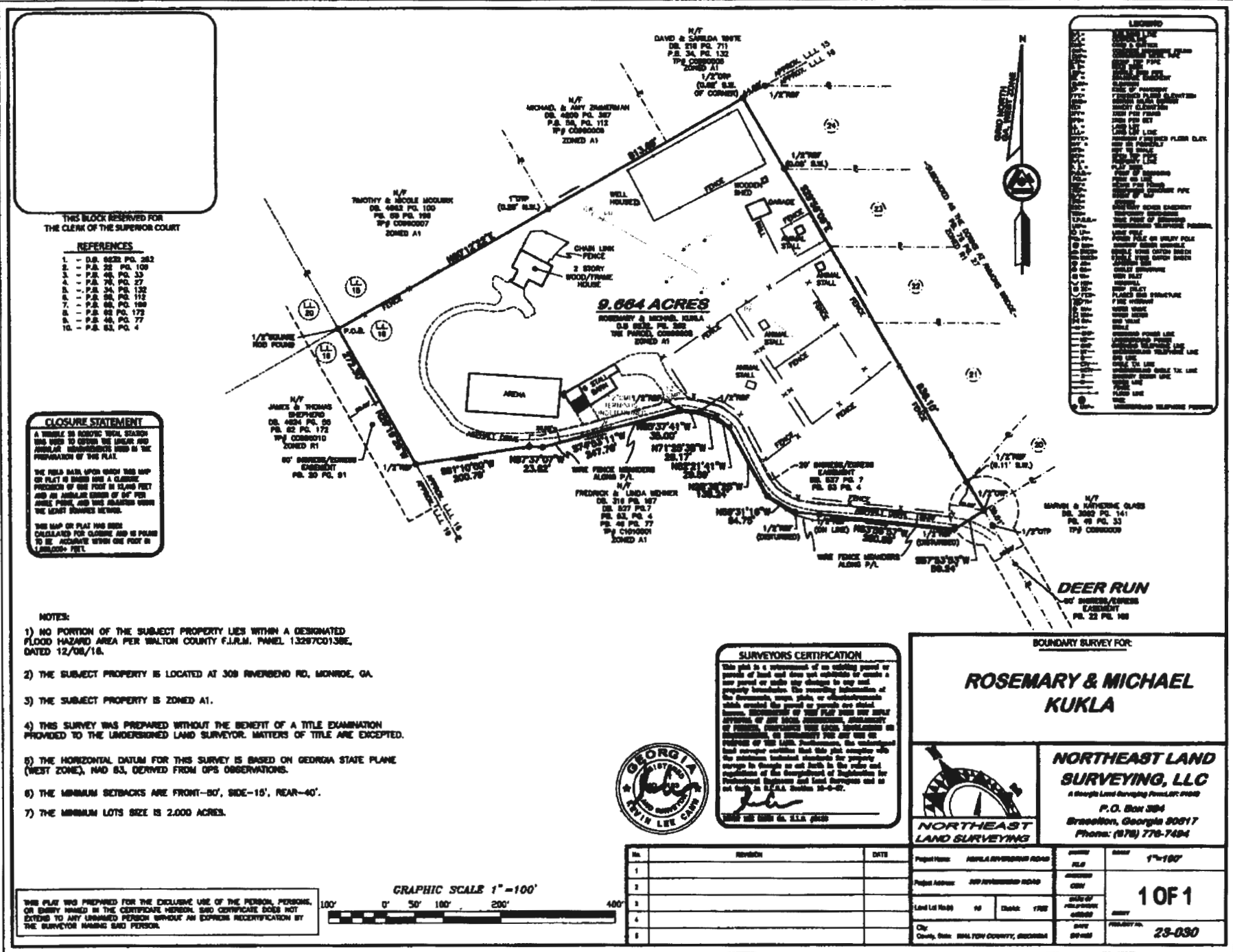
Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)











LEGEND

- 1/2\"/>

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

REFERENCES

1. - D.B. 6628 PG. 262
2. - P.B. 22 PG. 109
3. - P.B. 46 PG. 33
4. - P.B. 76 PG. 27
5. - P.B. 34 PG. 132
6. - P.B. 58 PG. 112
7. - P.B. 62 PG. 188
8. - P.B. 62 PG. 173
9. - P.B. 46 PG. 77
10. - P.B. 62 PG. 4

CLOSURE STATEMENT

A TRIMBLE SC 6000C TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS SHOWN IN THE PREPARATION OF THIS PLAN.

THE FIELD DATA OBTAINED WITH THIS MAP OR PLAN IS BASED UPON A CLOSELY PROVISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 04\"/>

- NOTES:**
- 1) NO PORTION OF THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED FLOOD HAZARD AREA PER WALTON COUNTY F.J.R.M. PANEL 13287C0130E, DATED 12/08/18.
 - 2) THE SUBJECT PROPERTY IS LOCATED AT 308 RIVERBEND RD, MONROE, GA.
 - 3) THE SUBJECT PROPERTY IS ZONED A1.
 - 4) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION PROVIDED TO THE UNDERSIGNED LAND SURVEYOR. MATTERS OF TITLE ARE EXCEPTED.
 - 5) THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON GEORGIA STATE PLANE (WEST ZONE), NAD 83, DERIVED FROM GPS OBSERVATIONS.
 - 6) THE MINIMUM SETBACKS ARE FRONT-30', SIDE-15', REAR-40'.
 - 7) THE MINIMUM LOTS SIZE IS 2.000 ACRES.

SURVEYOR'S CERTIFICATION

This plot is a representation of an existing parcel or parcels of land and does not constitute or create a new parcel or make any change in any and every boundary. The provisions, conditions, stipulations, covenants, or other restrictions which created the parcel or parcels are about equally important as this plot and are hereby incorporated into this plan. The surveyor, by certifying this plan, certifies on behalf of the State of Georgia that the surveyor has examined the original field notes and believes that the plot complies with the minimum technical standards for the property shown in Georgia as set forth in the rules and regulations of the Department of Education for Professional Surveys and Land Surveys and as set forth in G.S.A. Section 19-2-22.

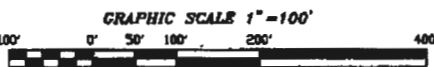
[Signature]
 DATE: 08/08/2024



BOUNDARY SURVEY FOR:

ROSEMARY & MICHAEL KUKLA

NORTHEAST LAND SURVEYING, LLC
 A Georgia Land Surveying Firm, INC. #1000
 P.O. Box 384
 Braselton, Georgia 30017
 Phone: (878) 776-7494



THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

NO.	REVISION	DATE	PROJECT NAME	PROJECT NO.	SCALE
1			ROSEMARY & MICHAEL KUKLA	23-030	1"=100'
2			308 RIVERBEND ROAD		
3					
4					
5					

This picture shows the sign at the easement that is named Deer Run.





This is the front of the property at 309 Riverbend Road showing the pastures in the front of the house.

This picture shows the road leading up to the property at 309 Riverbend Road.



February 13, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, February 13, 2024 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Bo Warren, Mark Banks, Timmy Shelnut, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Finance Director Milton Cronheim, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnut gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Dixon made a motion to add an appointment to the Board of Appeals and acceptance of resignation on the Planning Commission. Commissioner Warren seconded the motion. All voted in favor.

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of January 9, 2024 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Declaration of Surplus Property
- 4. Mutual Aid Agreement - EMS
- 5. IGA – City of Monroe – Recyclable Cardboard Pickup and Delivery (renewal)
- 6. Agreement – ACCG Ga. County Internship Program – Human Resources

Motion: Commissioner Adams made a motion, seconded by Commissioner Banks, to approve the Administrative Consent Agenda. All voted in favor.

RESOLUTIONS

Authorizing 2025 SPLOST

Motion: Commissioner Dixon made a motion to adopt the Resolution and approve the SPLOST Intergovernmental Contract. Commissioner Shelnut seconded the motion; voted and carried unanimously.

CONTRACTS

Alcovy Judicial Circuit - AV Upgrade funded by ARPA Grant

Motion: Commissioner Banks made a motion to approve the contract with Conference Technologies for the AV Upgrade to be funded by ARPA Grant. Commissioner Adams seconded the motion and all voted in favor.

ACCEPTANCE OF BIDS/PROPOSALS

Temporary Access Road – WCPSC

Motion: Commissioner Adams made a motion, seconded by Commissioner Shelnutt, to accept the bid from E. R. Snell in the amount of \$1,860,655.26. All voted in favor.

APPOINTMENTS

Advantage Behavioral Health Systems Board

Motion: Chairman Thompson made a motion to reappoint John Pilgrim to the Advantage Behavioral Health Systems Board for a three-year term. Commissioner Adams seconded the motion; voted and carried unanimously.

Board of Appeals

Motion: Commissioner Adams made a motion to appoint Chris Lammey to the Board of Appeals. Commissioner Shelnutt seconded the motion and all voted in favor.

Acceptance of Resignation – Planning Commission

Motion: Commissioner Banks made a motion to accept the resignation of Pete Myers from the Planning Commission. Commissioner Dixon seconded the motion; voted and carried unanimously.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters and informed the Board concerning ongoing projects.

Chairman Thompson informed the Board that Commissioners Warren and Shelnutt had agreed to help work on the upcoming budget.

EXECUTIVE SESSION

Motion: At 6:27 p.m., Commissioner Shelnutt made a motion, seconded by Commissioner Adams to enter into Executive Session to discuss real estate matters. All voted in favor. There were no votes taken in Executive Session.

Motion: At 6:34 p.m., Commissioner Warren made a motion, seconded by Commissioner Banks to return to regular session. All voted in favor.

Motion: Commissioner Warren made a motion to approve the acquisition of the Grubbs property located adjacent to Criswell Park for \$17,000 per acre for approximately 65 acres and to authorize the Chairman to execute the closing documents. Commissioner Adams seconded the motion. All voted in favor.

Motion: Commissioner Dixon made a motion to accept the donation of 3/10 acre from Mike Breedlove at the intersection of New Hope Road and Double Springs Road for intersection improvements. Commissioner Shelnett seconded the motion; voted and carried unanimously.

ADJOURNMENT

Motion: Commissioner Bradford made a motion, seconded by Commissioner Adams, to adjourn the meeting. The motion carried and the meeting was adjourned at 6:36 p.m.

All documents of record for this meeting are on file in either the addendum book or auxiliary file under this meeting date.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

March 5, 2024

Department	Fund	Description	Payee	Amount
Budget Year FY 24				

	100	Premium for March 2024 - For the Record	One America	\$ 35,082.21
	Various	Replenish Funds in Health Benefits Trust- For the Record	Walton Co. Health Benefits Trust	\$ 500,000.00

Jail

3325	100	Housed out Inmated- December 2023	Washington Board of Commissioners	\$ 39,875.00
3325	100	Housed out Inmates- January 2024	Washington Board of Commissioners	\$ 50,600.00
3325	100	Housed Out Inmates-January 2024	Barrow County BOC	\$ 45,375.00
3325	100	Inmate Meals- January 2024	Kimble's Food By Design,INC.	\$ 78,122.66

Water

4446	507	Water and Testing -January 2024 - For the Record	Cornish Creek Water Fund	\$ 201,580.00
4446	507	Restock Supplies for Meter Installs and Repairs	Delta Municipal Supply Co Inc	\$ 55,113.00
4446	507	Kubota KX040 Excavator with Thumb Kit (To Replace 04 Kubota)	Gene & Matt Tractor Sales Inc	\$ 60,900.00
4446	507	Kubota SVL75 Track Loader (To Replace 98 Cat Dozier)	Gene & Matt Tractor Sales Inc	\$ 63,000.00

Public Safety Complex

3325.22	315	Field Survey & Design- For the Record	Precision Planning Inc.	\$ 40,551.25
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Department	Fund	Description	Payee	Amount	
	3325.22	315	Engineering Services- For the Record	McCarthy Barnsley, A Joint Venture	\$ 3,012,234.71
	3325.22	315	Engineering Support- For the Record	Precision Planning Inc.	\$ 26,612.52
HLC Water Treatment Facility					
		504	Professional Engineering - For the Record	Engineering Strategies Inc	\$ 30,334.00
		504	Legal Ad - For the Record	Monroe Media Inc	\$ 105.00
		504	Engineering Support - For the Record	Precision Planning inc	\$ 15,930.48
Hard Labor Creek					
	4405	508	Engineering Support- For the Record	Precision Planning Inc	\$7,532.59
	4405	508	FERC Decommissioning- For the Record	Thomas Brothers Hydro Inc	\$99,432.00
					\$4,362,380.42

Walton County Department Agenda Request

Department Name: **Facilities/Risk Mgmt.**

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **March 5th, 2024**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **Surplus**

Wording For Agenda: **Declaration of Surplus property**

This Request: Informational Purposes Only

Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value or if there is no value permission to discard of unusable/unsaleable items.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

Is review of this request or accompanying documentation by the County Attorney required? **No**

If so, has a copy of the documentation been forwarded to County Attorney? **N/A**

Date forwarded to County Attorney: **N/A**

Has the County Attorney review been completed? **N/A**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

Item 5.3.

Items released as County Surplus Property on the 5th of March, 2024.

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
1	Sheriff's Office	2009 Mercedes C3000	WDDGF54X09R053183
1	Sheriff's Office	2013 BMW X5	5UXV4C54DL994078
1	Sheriff's Office	2013 Nissan Altima	1N4AL3AP5N91639
1	Finance	Chair	
5	Facilities	Simplicity Vacuums (Do not work already removed usable parts)	
6	Facilities	CleanMax Vacuums (Do not work already removed useable parts)	
5	Facilities	Sanitaire Vacuums (Do not work already removed useable parts)	
1	Superior Crt	White Table	
1	Public Works	Stihl Trimmer FS90R-Clutch Broken WC26	282748031
1	Public Works	MTD Push Mower-Replacement parts not available WC60	1K174KB0654
1	Public Works	Stihl Trimmer SFS91R -Cables broken-Vibrates continually WC79	515816911
1	Public Works	DEF Filter DZ110513 (too old to return and can not use)	
1	Public Works	Goodyear Dura Torque Tire DT221 13.6-28	
1	Public Works	Goodyear Torque II Tire 14.9-24	
1	Public Works	Goodyear Dyno-Torque II Tire 16.9R24	
1	Public Works	Power King Tire 7.50-16LT	
2	Public Works	Harvest King Rear Tires 18.4x30	
1	Public Works	Power King Tire 7.50-16LT	
1	Public Works	Tire Ts977155c 7.50R16LT	
3	Planning & Dev.	5 drawer beige file cabinets (letter size)	
1	Planning & Dev.	Speaker Stand (Podium)	
1	Fire Dept.	2017 Legacy Mobile Home Trailer-Mod# S-1272-32B	L30462



USDA Forest Service

OMB 0596-0217
FS-1500-19

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 2

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 23-MU-11083150-272		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 001	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): US Forest Service Southern Region 1720 Peachtree RD NW Atlanta, GA 30309			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Walton County 111 S Broad ST Monroe, Georgia 30655-2153			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Amending the agreed upon terms

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

<input checked="" type="checkbox"/>	Amending the agreed upon terms
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. Walton County SIGNATURE: 	11.B. DATE SIGNED: 2/6/24	11.C. U.S. FOREST SERVICE SIGNATURE: 	11.D. DATE SIGNED:
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JOHN WARD		11.F. NAME (type or print): Plez West	
11.G. TITLE (type or print): County Manager		11.H. TITLE (type or print): Region 8 G and A Director	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: Alicia L. Arrington-Thomas Alicia Thomas U.S. Forest Service Grants & Agreements Specialist		12.B. DATE SIGNED: Digitally signed by Alicia L. Arrington-Thomas Date: 2024.01.29 15:44:17 -06'00'
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FS Agreement Number: 23-MU-11083150-272

MOD:001

III. THE COOPERATOR SHALL:

Provide access, when engaged in no other commitments, to the U.S. Forest Service for flight activities on the land owned by Walton County, Georgia. Designate Heritage Park (1000 Heritage Pkwy Between, GA), Criswell Park (1190 Criswell Road Monroe, GA), and *1089 Highway 81 Walnut Grove, Georgia* as the area for these flights to occur.

IV. THE FOREST SERVICE SHALL

- A. Notify Walton County no less than **two** days prior to conducting flight activities.
- B. All UAS activities will be performed by Federal Aviation Administration part 107 certified pilots, under accordance with all applicable Federal aviation regulations, with only USFS approved aircraft.
- C. If Walton County is unable to provide access for certain dates, locations, or times the U.S. Forest Service will not conduct flight operations.
- D. The U.S. Forest Service will leave the site of use in relative same state prior to starting use, picking up trash and debris that may occur during activities

No Term, Non-Exclusive SaaS Agreement

Government Window, LLC (the “Principal”) of 3760 Sixes Road, Suite 126, Box 231, Canton GA 30114, hereby grants:

Walton County E911 Department

Name of End-User (Licensee)

of

2640 Whitney Road, Monroe, GA 30655

Full Address

a non-exclusive license to use the Licensed Items defined in Schedule “A” hereunder

Schedule “A” - Licensed Items

The Principal agrees to make the following applications available to the End-User as per the terms and conditions defined on the reverse hereof: *(Please fill appropriate application and function where W = Web, P = Point of Sale, I = IVR & T = ITR.)*

	Module	Contact Person	Telephone #	Function	Rate
	Traffic Tickets			W/P/I/T	
	Bail			W/P/I/T	
	Probation			W/P/I/T	
	Child Support			W/P/I/T	
	Business Licenses			W/P/I/T	
	Permits			W/P/I/T	
	Property Tax			W/P/I/T	
	DMV Tags			W/P/I/T	
	Parks & Recreation			W/P/I/T	
	Income Tax			W/P/I/T	
	Schools			W/P/I/T	
	Donations			W/P/I/T	
	Misc Payments			W/P/I/T	
	Records & Deeds	Nancy White	770-266-1627	WWEB T	3.0
	eStore			W/P/I/T	
	Patient Bills			W/P/I/T	
	Utilities			W/P/I/T	
	Garbage			W/P/I/T	

Non-Exclusive SaaS Agreement - Page 2

Notes: (please define.)

- 1. E911 - Open Records (WEB) - service fees charged to payers will be 3.0% or \$1.50 minimum.
- 2. The custom payment portal, development, and customer service all come at no cost to the Walto County E911 Department or to Walton County.
- 3. Accepted forms of payment will be Visa, MasterCard, Discover, and American Express.

Unless otherwise stipulated, there is no cost to the End-User/Licensee for any equipment, development, maintenance, and support offered by the Principal provided the End-User/Licensee fullfills the Initial Term, as defined in the Agreement. All costs are covered by service fees charged to the End-User’s clients/customers upon using any of the Licensed Items.

Service fees will be determined and agreed upon by both Parties before any work is performed, and be based on the payment type, expected volume, and number of payment types implemented

For Government Window LLC (the Principal):	For End-User /Licensee
<p>Signed: _____</p> <p style="text-align: center;">Scott Kenney</p> <p>Name: _____</p> <p style="text-align: center;">Government Window, CEO</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Signed: _____</p> <p style="text-align: center;">Wendra Williams</p> <p>Name: _____</p> <p style="text-align: center;">Director, Walton County E911 Department</p> <p>Title: _____</p> <p>Date: _____</p>

1. Definitions

- 1.1 "**Principal**" shall mean Government Window LLC of 3760 Sixes Road, Suite 126, Box 231, Canton, Georgia 30114, USA.
- 1.2 Software-as-a-Service agreement ("**SaaS**") shall be defined as the delivery model in which the **Licensed Items** are delivered on a subscription basis and are hosted centrally at a location or locations of the **Principals** choosing and is accessed by the **End-User** or the **End-User's** customers through a thin client via a web browser, collectively referred to as the "**Agreement**."
- 1.3 "**Licensed Items**" shall mean the **Principal's** programs listed on Schedule "A" together with all related documentation, sales aids, training aids, and including all revisions and corrections thereto, whether made by the **Principal**, and any such additional software as it may offer to its clients from time to time during the currency of this **Agreement**. **Licensed Items** shall include object code for the **Principal's** programs acquired, whether used at its **Installation Address** as defined hereunder, or through a public cloud as **SaaS** and any user manuals and related documentation, in machine readable or printed form.
- 1.4 "**End-User**" shall mean any person, institution, government agency, closed corporation or company that is either the facilitator or the ultimate user of the **Licensed Items** supplied by the **Principal** and defined on the face hereof.
- 1.5 "**Party**" shall mean either the **End-User** or the **Principal** interchangeably.
- 1.6 "**Parties**" shall mean both the **End-User** and the **Principal** collectively.
- 1.7 "**Installation Address**" being the physical location of the computer hardware and the location at which the **End-User** stores their back-office data and/or from which the **End-User** hosts its Internet Website.
- 1.8 "**Industrial Property Rights**" shall mean all property in and rights to patents, license, **Trademarks**, trade names, inventions and copyrights relating to the origin, design, manufacture, programming, operation and/or service of **Licensed Items**.
- 1.9 "**Trademarks**" shall mean any proprietary marks used by the **Principal** in the marketing of the **Licensed Items**.
- 1.10 The headings and clauses of these terms and conditions are intended for convenience only and shall in no way affect their interpretation.
- 1.11 Words importing natural persons shall include bodies corporate and other legal personae and vice versa.
- 1.12 Any particular gender shall mean the other gender, and vice-versa. The singular shall include the plural and vice-versa.

2. License

- 2.1 Whereas the **Principal** is the author of the **Licensed Items** and as such the **Principal** is entitled to supply such **Licensed Items** to **End-Users** on the terms and conditions set out hereunder.
- 2.2 The **End-User** acknowledges that he is not an agent of the **Principal**.
- 2.3 The **Principal** hereby grants to the **End-User** an individual, non-exclusive, non-transferable License to use one original copy of the **Licensed Items** detailed in Schedule "A" attached hereto, at the Registered Address and to make available to its clients and or customers **Licensed Items** through the **SaaS** model on the terms and conditions contained herein.
- 2.4 Services provided under this **Agreement** shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the contents of clause 3 herein. The term of the services and any renewal years are collectively defined as

the "**Services Term**." At the end of the **Services Term**, all rights to access or use the services, including the **Licensed Items** listed in the ordering document, shall end. The **Licensed Items** and all copies thereof are the property of the **Principal** and title thereto shall remain with the **Principal**. All **Industrial Property Rights**, title or interest in the **Licensed Items** will at all times remain with the **Principal**.

3. The End-User agrees:

- 3.1 to secure and protect the **Principal's** proprietary rights in the **Licensed Items** and all copies, and modifications thereof, and to take appropriate action by instruction to, or agreement with its employees, clients and/or suppliers who are permitted access to the **Licensed Items**;
- 3.2 to instruct its employee, clients and/or suppliers having access to the **Licensed Items** not to copy, decompile, disassemble, reverse engineer or duplicate the **Licensed Items** or make disclosure with reference thereto or any component thereof to any third party;
- 3.3 to reproduce the **Principal's** copyright notice on all material related to or part of the **Licensed Items** on which the **Principal** displays such copyright notice, including any -copies made pursuant to this **Agreement**.
- 3.4 The **End-User** agrees not to remove any copyright notices, trademark credits, confidentiality notice, mark, legend or other information included in the **Licensed Items**. The existence of any copyright notice shall not be deemed to constitute or acknowledge a publication of the **Licensed Items**.
- 3.5 The **End-User** shall not purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under this Agreement or the **Licensed Items** without the previous consent in writing of the **Principal** which shall not unreasonably be withheld.

4. Termination

- 4.1 This Agreement shall commence on the date of this **Agreement** (the "**Commencement Date**") and shall continue in effect until terminated in terms of this **Agreement**.
- 4.2 Either the **Principal** or the **End-User** may terminate this License to use any **Licensed Items** by the **End-User**, by giving the other **Party** thirty (30) days written notice of termination at least thirty (30) days preceding the end of any calendar month.
- 4.3 In the event that the **End-User** fails to keep, observe or perform any term or condition of this Agreement or the **End-User** terminates this Agreement prior to the end of the term or by the **Principal** as a result of **End-User** breach, the **Principal** will be entitled to, at its sole and absolute discretion, cease providing any or all services as defined herein, forthwith without any recourse by the **End-User** against the **Principal**.
- 4.4 The **End-User** shall upon termination of the license as contemplated in this **Agreement** destroy the **Licensed Items** and all copies thereof that is in the possession of the **End-User**, regardless of the location of such copies and certify in writing to the **Principal** that the **Licensed Items** and all copies that were subject to the license, have been destroyed.
- 4.5 Should an **End-User** continue to use the **Licensed Items** once the license has been terminated in terms of this **Agreement**, the **End-User** shall be liable to the **Principal** for all damages as a consequence of such an act.
- 4.6 Upon termination of this license, all rights and obligations shall cease, except the **Party's** obligation to maintain the confidentiality of the other **Party's** proprietary information.

5. General

- 5.1 Neither the **Principal**, nor the **End-User** will disclose the other **Party's** confidential information to any third party and will use it only for the purposes of this **Agreement**.
- 5.2 The **End-User** recognises and agrees that the **Licensed Items** shall be treated as secret and confidential. Without limiting the generality of the foregoing, such confidential information shall include know-how, methods, techniques, processors, specifications, designs, computer logic, source codes, drawings, arrangements, research and development data, and combinations of such information; provided, however, that any such information shall not be regarded as secret or confidential which:-
- 5.2.1 is or becomes, a part of the public domain through no act or omission by the **End-User** or its employees; or
- 5.2.2 has been or is hereafter independently conceived, perfected or developed by the **End-User** or any company affiliated with the **End-User** or the employees thereof, or is now or hereafter in such affiliated company's, or any such employee's lawful possession as shown by their written records; or
- 5.2.3 is hereafter lawfully disclosed to the **End-User** or any of its employees by a third party which does not acquire the information under any obligation of confidentiality from or through the **Principals** or any employee of the same.
- 5.3 The **Principal** shall be entitled at any time to cede and assign its rights and obligations in terms of this agreement.

6. Warranty

- 6.1 THE **PRINCIPAL** DOES NOT GUARANTEE THAT THE **LICENSED ITEMS** WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THE **PRINCIPAL** WILL CORRECT ALL SERVICES ERRORS. THE **END-USER** ACKNOWLEDGES THAT THE **PRINCIPAL** DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THE **PRINCIPAL** IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 6.2 IT IS SPECIFICALLY RECORDED THAT THE **PRINCIPAL** PROVIDES THE **LICENSED ITEMS** "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.3 The **Principal's** liability in respect hereof is specifically restricted to the repair or replacement of defective **Licensed Items** referred to on Schedule "A" and except as provided in this clause, the **Principal** will not be under any liability howsoever arising in respect of defects in the **Licensed Items** or for any injury, damage or consequential loss of whatsoever nature arising from such defects or any work done in connection herewith.
- 6.4 Neither **Party** shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated **Party**; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated **Party**. Both **Parties** hereto will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either **Party** may cancel unperformed services upon written notice. This section does not excuse either **Party's** obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 6.5 The **Principal's** liability in terms of clause 6.3 above shall lapse in the event of the **End-User** or any third party attempting to modify or

effect remedial measures to any of the **Licensed Items**.

- 6.6 The **End-User** acknowledges that he has no claim against the **Principal** of whatsoever nature arising out of or in connection with this agreement.
- 6.7 This warranty is in lieu of any other warranty, expressed or implied, save as set out in clauses 6.1 to 6.6 above, and the **End-User** acknowledges that the **Principal** gives no other warranties whatsoever.
- 6.8 This Agreement contains all the terms and conditions agreed between the **Parties** and no variation of any of these conditions shall be binding on either **Party** unless agreed to in writing by both **Parties**
- 6.9 No relaxation or indulgence which the **Principal** may have extended to the **End-User** under this Agreement and no waiver by the **Principal** of any of its rights with respect to any breach of this Agreement shall in any way prejudice the **Principal's** right or be deemed to operate as a waiver in respect of any other breach.
- 6.10 The **Parties** acknowledge that they have not been induced or coerced into this contract by virtue of any representation, statements or warranties made by the other **Party** hereto or any persons acting on their behalf which are not included herein. The **Parties** shall not be responsible for any representations which may be made from time to time by their representatives, servants or agents save as may be contained herein.
- 6.11 You agree (i) that the **Principal** may identify **End-User** as a recipient of services and use the **End-User's** logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by the **Principal** on its website for promotional purposes.

7. Legal

- 7.1 The **End-User** shall be liable for all reasonable costs incurred by the **Principal** in connection with the recovery of **Licensed Items**, such costs to be paid on the attorney and own client scale as well as all other costs incurred by the **Principal**.
- 7.2 This Agreement is governed by the substantive and procedural laws of Georgia and the **Parties** agree to submit to the exclusive jurisdiction of, and venue in, the courts in Cherokee County in Georgia in any dispute arising out of or relating to the Agreement.
- 7.3 The Uniform Computer Information Transactions Act does not apply to this SaaS agreement or orders placed under it. **End-User** understands that the **Principal's** business partners, including any third party firms retained by **End-User** to provide computer consulting services, are independent of the **Principal** and are not the **Principal's** agents. The **Principal** is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a **Principal** subcontractor on an engagement ordered under this Agreement.
- 7.4 Any notice under this Agreement shall be in writing and shall be given if served at the **End-User's** registered office and shall in the case of posting be deemed to have been served on the third business day after registered posting. The **End-User** may change its chosen domicillium on seven (7) days written notice to the **Principal** sent by registered post provided such changed address remains within the Territory
- 7.5 Each clause in these terms and conditions is severable, the one from the others of them, and if any of them is found to be unenforceable for any reason whatsoever the others of them shall remain in full force and effect.

RESOLUTION

WHEREAS, the budgets of Walton County for Fiscal Year 2024 for the General Fund, all special revenue funds, debt service funds, and capital funds were adopted on June 6, 2023, and

WHEREAS, to maintain compliance with the state of Georgia budget requirements per O.C.G.A. sections 36-81-3, it is necessary to amend said budgets, now

THEREFORE, BE IT RESOLVED BY THE Board of Commissioners of Walton County, amends the Fiscal Year 2024 budget to make changes to the Fiscal Year 2024 budget as presented in the attached summary schedule.

Adopted this 5th day of March 2024

Chairman, David G. Thompson

Attest:

County Clerk, Rhonda R. Hawk

AMENDMENT SUMMARY
March 2024 Agenda

1. **Facilities 1565:** FY 2024 Proposed amendment to increase budgeted expenditures (54.2200 Vehicles) by \$120,000. This relates to the purchase of a needed bucket truck to replace the current one that is beyond repair. The amendment would result in a decrease in the fund balance.
2. **E911 3810:** FY 2024 Proposed amendment to increase budgeted expenditures (54.2200 Vehicles) by \$39,994. This relates to the purchase of a vehicle in E911 to replace the Assistant Director's current vehicle. The amendment would result in a decrease in the fund balance.
3. **SPLOST III 1565.13 Facilities:** FY 2024 Proposed amendment to increase budgeted expenditures (54.2500) by \$238,268. This relates to the Government Building Surveillance System Project Length Budget and would help strengthen security for government building employees. The amendment would result in a decrease in overall fund balance.
4. **SPLOST IV 4220.19 Public Works:** FY 2024 Proposed amendment to increase budgeted expenditures (52.3850) by \$549,000. This relates to the LMIG Resurfacing Projects project length budget as approved at the December 2023 Board meeting and represents the 30 percent SPLOST portion. The amendment would result in a decrease in overall fund balance.
5. **ARPA 2150.21 Superior Court:** FY 2024 Proposed amendment to increase budgeted expenditures and budgeted revenues by the same amount, \$805,000. This relates to the ARPA funded Audio Visual Courtroom Upgrade project and related agreement for the Alcovy Judicial District as approved at the February 2024 Board meeting. The amendment would result in neither an increase nor a decrease in overall fund balance.
6. **Accounting 1512:** FY 2024 Proposed amendment to increase budgeted personnel expenditures in Finance (51. 1100 plus benefits) by \$23,263.43 for the remaining periods in the current fiscal year. This is a position that was unfunded three years ago. Due to County growth and increased administrative needs we are asking that the Accountant position be re-funded. The amendment would result in a decrease in the fund balance.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA TO APPROVE THE WALTON COUNTY GOVERNMENT BUILDING SURVEILLANCE SYSTEM PROJECT LENGTH BUDGET AND TO AMEND THE FISCAL YEAR 2024 BUDGET

WHEREAS, on November 8, 2011, the Walton County, Georgia SPLOST 2011 (“SPLOST III”) was approved by voter referendum; and

WHEREAS, Government Building Upgrades are a designated SPLOST III project; and

WHEREAS, the Walton County Board of Commissioners adopted an annual balanced budget for fiscal year 2024 on June 6, 2023; and

WHEREAS, pursuant to O.C.G.A. § 36-81-3(d), a local government may amend its budget so as to adapt to changing governmental needs during the budget period; and

WHEREAS, the Walton County Board of Commissioners deems it necessary to amend the budget for fiscal year 2024.

THEREFORE, BE IT RESOLVED by the Walton County Board of Commissioners that the project-length budget for the Walton County Government Building Surveillance System (“Walton County Government Building Surveillance System Project Length Budget”), which is attached hereto as Schedule 1 and incorporated herein by reference, is adopted; and

THEREFORE, BE IT FURTHER RESOLVED by the Walton County Board of Commissioners that the budget for fiscal year 2024 be amended to incorporate fiscal year 2024 project-length revenues and expenditures shown on the Walton County Government Building Surveillance System Project Length Budget.

SO RESOLVED THIS 5TH DAY OF MARCH, 2024:

[COUNTY SEAL

BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA

By: _____
David G. Thompson, Chairman

Attest: _____
Rhonda R. Hawk, County Clerk

WALTON COUNTY GOVERNMENT BUILDING
SURVEILLANCE SYSTEM
PROJECT DEVELOPMENT BUDGET

DATE: February 21, 2024
 PROJECT: Walton County Government Building Surveillance System
 FUNDING: 1565.13

Description	Unit Meas.	Unit Price	Unit Cost	Totals
Replacement Camera System	lot			\$229,104
Total New Construction Cost: (TNC)				\$229,104
Site Development/Improvements Costs				
Utility				\$0
Site work				\$0
Total Site Dev. Costs: (TSD)				\$0
Total New Construction / Total Site Dev. Costs:				\$229,104
Professional/Technical Cost				
Professional Design Fee		(TNC)		\$0
Survey & Soil				
Soil Borings				
Phase 1 Environmental & Hazard Screen				
Testing				
Contingency				
Total Professional/Technical Cost				\$0
Subtotal				\$0
Project Contingency		4%		\$9,164.00
TOTAL PROJECT BUDGET				\$238,268

NOTICE TO PROCEED

RFQB #23-15

**Walton County, Georgia - The Grove, a Walton County Parks & Recreation Facility
1089 HWY 81, Loganville, Georgia 30052**

To: Reeves Young, LLC Date: March 06, 2024

Project: The Grove, a Walton County Parks & Recreation Facility 1089 HWY 81, Loganville, Georgia 30052

You are hereby notified to commence WORK in accordance with the Agreement dated _____, ____, 2024, on or March 01, 2024, and you are to complete the WORK within 730 consecutive calendar days thereafter. The date of completion of all WORK is, therefore, March 01, 2026. The date by which substantial completion of the WORK must be achieved shall be set forth in the construction schedule to be agreed to by the parties.

The Walton County Board of Commissioners

By _____

Title David G. Thompson

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day of 2024.

Company: Reeves Young, LLC

Signature _____

Title _____

CONSTRUCTION SERVICES AGREEMENT

Walton County, Georgia - The Grove, a Walton County Parks & Recreation Facility
1089 HWY 81, Loganville, Georgia 30052

This Construction Services Agreement (the "Agreement") is made and entered into this ___ day of ____, 2024 (the "Effective Date"), by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Walton County Board of Commissioners ("County") and Reeves Young, LLC, a Limited Liability Company (hereinafter referred to as the "Contractor"), collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited bids for the construction of the Project pursuant to the **RFQB #23-15, dated February 20, 2023**, attached hereto as "**Exhibit A**", and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely bid, attached hereto as "**Exhibit B**", and incorporated herein by reference, and met all bid requirements such that the County awarded the contract for The Grove, a Walton County Parks & Recreation Facility to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid, the County has selected Contractor as the successful bidder, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or

performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

- A. Request for Qualified Bids attached hereto as **“Exhibit A”**.
- B. Bid Documents from Contractor, dated February 16, 2024, attached hereto as **“Exhibit B”**.
- C. Scope of Work attached hereto as **“Exhibit C”**.
- D. Forms of Performance Bond and Payment Bond attached hereto collectively as **“Exhibits D.1 and D.2”**.
- E. Noncollusion Affidavit of Prime Bidder attached hereto as **“Exhibit E”**.
- F. Final Affidavit attached hereto as **“Exhibit F”**.
- G. Contractor and Subcontractor E-verify Affidavits attached hereto as **“Exhibits G.1 and G.2”**.
- H. Plans, drawings, and specifications attached hereto collectively as **“Exhibit H”**.
- I. Additional Payment/Retainage Requirements attached hereto as **“Exhibit I”**.
- J. Key Personnel attached hereto as **“Exhibit J”**.
- K. Contract Administration provisions (if issued) attached hereto as **“Exhibit K”**.
- L. General Conditions (Not issued) attached hereto as **“Exhibit L”**.
- M. Supplementary Conditions (if issued) attached hereto as **“Exhibit M”**.
- N. **Value Management Log dated February 16, 2024 attached hereto as "Exhibit N".**

- O. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Architect; Engineer; Contract Administrator

- **Project.** A general description of the Project is as follows:
The Grove, a Walton County Parks & Recreation Facility
 - **Community Center**
 - ~~Splash Pad Complex~~ *Removed from project
 - **Amphitheater**
 - **Playground Complex**
 - **Softball Complex**
 - ~~Teen Center Complex (Skatepark, Volleyball, Basketball)~~ *Removed from project
 - **Parking, Roadway, Utility, Stormwater Infrastructure**
 - **Traffic Signal Improvements at HWY 81**

A. The Grove, a Walton County Parks & Recreation Facility (the “Project”). A third-party Architect or Engineer (as identified below) has been retained related to this Project.

B. Architect/Civil Engineer.

(i) Architect/Civil Engineer. The Project has been designed by Lose Design, Inc. (hereinafter referred to as the “Architect”). The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.

C. Contract Administrator. The Contract Administrator for this Agreement shall be: Ascension Program Management – Jeff Prine.

Section 3. The Work

A. The Work. The Work to be completed under this Agreement (the “Work”) includes the Scope of Work provided in “**Exhibit A**”, attached hereto and incorporated herein by reference. The Work includes the construction of the Project in accordance with the Contract Documents. The Work also includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be

shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

- B. Notice to Proceed. The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

- C. Plans Drawings and Specifications. The plans, drawings and specifications provided in “**Exhibit H**”, attached hereto, are hereby acknowledged by the Parties, and incorporated herein by reference.

- D. Shop Drawings, Product Data, and Samples. As identified within the Project Manual, Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
 - (i) “Shop Drawings” are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
 - (ii) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (iii) “Samples” are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the

Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator's approval of the Shop Drawings, Product Data, Samples, or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the County and Contract Administrator and shall be delivered to the Contract Administrator or County upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement (“Term”) shall commence on the Effective Date and continue until the earlier of the Actual Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the County and the Parties intend that all Work shall be completed on or before 730 Days (the “Expected Date of Final Completion”). Every effort will be made by Contractor to shorten this period

- B. Time is of the Essence Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer damages including financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also agree that the specific amount of such damages are difficult to calculate. Accordingly, instead of requiring proof of actual damages, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One Thousand Five Hundred and 00/100 Dollars (\$1,500.00)** for each and every calendar day that expires after the deadline for substantial completion provided for in the Contract Documents without substantial completion having been achieved. County and Contractor agree that such amount is not a penalty but constitutes a reasonable pre-estimate of the damages that County would suffer as the result of such delay and that said amount is fair and reasonable.

- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, with no increase to the Contract, shall immediately take action to increase the rate of work placement by:
 - (1) An increase in working forces.
 - (2) An increase in equipment or tools.
 - (3) An increase in hours of work or number of shifts.
 - (4) Expediting delivery of materials; and/or
 - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor

shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County’s approval and such approval is provided in writing by the County.

- D. Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor’s Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed \$ 40,181,731.00 (the “Maximum Contract Price”), except as outlined in Section 6 below. The compensation for Work performed shall be based upon **Exhibit B**, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Additional Payment Requirements. Additional payment requirements are included as “**Exhibit I**”, attached hereto and incorporated herein by reference.
- C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority

to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- D. Taxes. The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor’s request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

- A. Change Order Defined. A “Change Order” means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.
- B. Right to Order Changes. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.
- D. Authority to Execute Change Order. Any Change Orders materially altering the terms of this Agreement, or any Change Order increasing the Maximum Contract Price must be approved by the Walton County Board of Commissioners.
- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the

Contract Documents. Such changes shall be affected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

- F. Contractor’s Markup. The actual, reasonable subcontract costs incurred or saved by Contractor on account of a change shall be established on the basis of, and shall be limited to, the reasonable actual costs incurred, or savings achieved, as defined below, by subcontractors resulting from the change, plus a component for direct jobsite overhead and profit, as set forth below, but shall not include home office overhead or other indirect cost or components. The combined overhead and profit component for subcontractors shall be Fifteen percent (15%); provided, however, that the foregoing fifteen percent (15%) overhead and profit component for subcontractors is intended to cover all subcontractors of any tier, and there shall be no additional overhead and profit component for subcontractors below first-tier subcontractors of the Contractor. Any such costs or savings shall be documented in the format, and with such content and detail, as the County or the Architect require.

Reasonable actual costs incurred, or savings achieved means, and shall be limited to, the following:

- (i) Actual, reasonable costs of materials and the use of heavy construction equipment
- (ii) Actual, reasonable costs of supervision and labor, plus, solely as applicable thereto, social security, unemployment insurance, fringe benefits required by agreement or custom, and worker's compensation insurance.
- (iii) Actual, reasonable rental costs of machinery and equipment (exclusive of small tools or hand tools) whether rented from Contractor or others; and
- (iv) Actual, reasonable costs of premiums for bonds, permit fees, and sales, use or other taxes related to the Work.

All costs not set forth in the immediately preceding subsections (i) through (iv) shall be considered as overhead, including without limitation insurance other than that set forth above, travel (including transportation, meals, and lodging), administrative staff, watchmen, hand tools, small power tools, incidental job burdens, engineering, drafting, and office expense (including costs of preparing Change Order proposal estimates). In no event shall any costs or savings associated with home office overhead or other indirect costs be considered to be actual costs incurred or savings achieved resulting from a Change Order and compensation for additional Work shall be limited strictly as set forth herein.

Section 7. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Walton County Code of

Ethics or any other similar law or regulation. Contractor certifies that to the best of its knowledge no circumstances exist which would cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.

- B. Meetings. The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.
- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63 (to the extent applicable), any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to

those of repeated procedures and compensation for the Contract Administrator’s services or expenses, will be provided at Contractor’s expense and at no additional cost to the County. This provision shall survive termination of this Agreement.

It is the Contractor’s responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the County in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor’s duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor’s skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports, and studies relative to that portion of the Work, as well as the information furnished by the County, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and County in writing. Contractor represents

that it has given the County written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the County is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and County in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the County. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations.

- (ii) *Inspection of Prior Work.* If part of the Contractor’s Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County’s or separate contractors completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- (iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the County in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the County for reasonable charges from the Contract Administrator for the additional services required to review, research, and respond to such requests for information.

F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give

other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences, or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the County and Contract Administrator in writing.

- G. Tests and Inspections. Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. The Contractor shall make arrangements for such tests, inspections and approvals with the County's independent testing laboratory or other entity, or with the appropriate public authority, and shall bear the responsibility of achieving required approvals. The Contractor shall give the Independent testing laboratory timely notice of when

and where tests and inspections are to be made so that they may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor, and delivered to the Contract Administrator within ten (10) calendar days of issuance.

- H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the County.
- I. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- J. Contractor's Reliance on Submissions by the County. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.
- K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term. If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the

Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County’s expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor’s expense, unless the condition was caused by the County, in which event the County shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

- L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be charged to the Contractor.

- M. Contractor’s Representative. Mike Iezzi shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative.

- N. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and 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, employees, and subcontractors during the life of this Agreement. There shall be no contractual

relationship between any subcontractor or supplier and the County by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform Work related to this Agreement.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

- O. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the

Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

P. Insurance.

(1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by the County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:

(a) *Commercial General Liability:* \$1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

(b) *Commercial Automobile Liability (owned, non-owned, hired):* \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for

comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

- (c) *RESERVED:*
- (d) *Workers' Compensation and Employers' Liability:* Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
- (e) *Builder's Risk Insurance:* Contractor shall provide a Builder's Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be equal to 100% of the Maximum Contract Price, written on a Builder's Risk "All Risk," or its equivalent. The policy shall provide, or be endorsed to provide, as follows: "The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by County; and iii) Performance of Work in connection with construction operations insured by the County, by its agents or lessees, or other contractors of the County or using agency." The insurance coverage shall include extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

If higher limits are maintained by Contractor than shown above, the County shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
- (a) General Liability, Automobile Liability and Umbrella Liability Coverage.
- (i) *Additional Insured Requirement*. The County and County's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
- (ii) *Primary Insurance Requirement*. The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
- (iii) *Reporting Requirement*. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- (iv) *Separate Coverage*. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

- (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.
- (b) Workers’ Compensation Coverage: The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.
- (c) All Coverages:
- (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.
 - (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
 - (iii) *Incorporation of Indemnification Obligations.* Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

- (6) Verification of Coverage: Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.
- Q. Bonds. The Contractor shall provide performance and payment bonds, each in the amount of the maximum price hereunder, on the forms attached hereto as "**Exhibits D.1 and D.2**" and issued by a surety licensed to do business in Georgia in said amount and listed on the Treasury Department's most current list (Circular 570 as amended) as authorized to issue surety bonds in said amount. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. The bonds shall be accompanied by a Power of Attorney establishing that the person executing the same on behalf of the surety is authorized to execute the same in such amounts.

- R. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

- S. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:
 - (1) the Contractor shall provide evidence on County-provided forms, attached hereto as **“Exhibits G.1 and G.2”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
 - (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **“Exhibit G.1”**, and submitted such affidavit to County or provided the County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as **“Exhibit G.2”**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a

completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

[DESIGNATE/MARK APPROPRIATE CATEGORY]

- 500 or more employees.
- 100 or more employees.
- Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

T. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement (“Records”) shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records in the form requested by the County. All Records stored on a computer database must be of a format compatible with the County’s computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County’s representative(s) for examination all Records. The Contractor will permit the County or County’s representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County’s representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County’s office. Further, Contractor shall permit the County or County’s representative(s) to observe and inspect any or all of Contractor’s facilities and activities during normal hours of business for the purpose of evaluating Contractor’s compliance with the terms of this Agreement. In such instances, the County or County’s representative(s) shall not interfere with or disrupt such activities.

- U. Confidentiality. Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the County within ten (10) days after issuance.
- W. Key Personnel. All of the individuals identified in "**Exhibit J**", attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in "**Exhibit J**", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of

Contractor’s obligations under this Agreement and shall be grounds for termination.

- X. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor (“Materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage, or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- Z. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County

- A. Right of Entry. The County shall provide for right of entry for Contractor and Contractor’s equipment as required for Contractor to complete the Work, provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. County’s Representative. Jeff Prine (Ascension Program Management) shall be authorized to act on the County’s behalf with respect to the Work as the County’s

designated representative on this Project, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors', and manufacturers' warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County.

- B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within **one year** (the "Warranty Period") from the date of Final Completion (as defined in "**Exhibit I**", attached hereto and incorporated herein by reference) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one year (the "Maintenance Period") from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be

incorporated herein by this reference.

Section 10. Termination

- A. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County’s failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least seven (7) calendar days’ written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. Title to any supplies, materials, equipment, or other personal property provided Contractor shall remain in the Contractor until fully paid for by County.
- D. Payment. Provided that no damages are due to the County for Contractor’s failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received as a result of Contractor’s efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of

completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.

- E. Assumption of Contracts. The County reserves the right, but shall not have the obligation, upon termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

- F. Conversion to Termination for Convenience. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.

- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County; and (3) Cooperate in assigning to County (upon the request of the County) existing subcontracts and contracts for materials and equipment.

- H. Reservation of Rights and Remedies. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. County’s Rights; Contractor Default

- A. County Rights Related to the Work.
 - (i) *County’s Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *County's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

Section 12. Construction Administration

If a Contract Administrator other than the County has been hired in relation to the Project,

the Contract Administrator's administration of the construction of the Project shall be as described in "Exhibit K", attached hereto. The Contractor agrees to the construction administration provisions contained in "Exhibit K."

Section 13. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Walton County, Georgia, or the U.S. District Court for the Middle District of Georgia – Athens Division, and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

(1) *Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between Contract Administrator, Jeff Prine for Walton County and Mike Iezzi for the Contractor.

(2) *Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

NOTICE TO COUNTY shall be sent to:

Walton County, Georgia
Attn: John Ward, County Manager
100 North Broad Street
Monroe, Georgia, 30655

NOTICE TO CONTRACTOR shall be sent to:

Mike Iezzi
Reeves Young, LLC
45 Peachtree Industrial Blvd.
Sugar Hill, GA 30518

G. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement 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 Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.

- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers.
- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal

representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

- P. Material Condition. Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

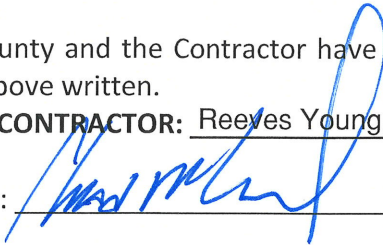
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms unless the context of their usage clearly requires contrary meaning.

- R. Counterparts. This Agreement may be executed in multiple counterparts which when taken together shall constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR: Reeves Young, LLC

By: 

Print Name: Chad McLeod

Its: **[Select one]**

President/Vice President (Corporation)

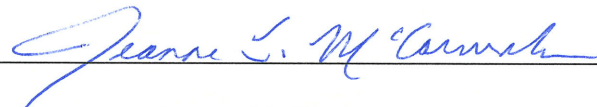
General Partner (Partnership/Limited Partnership)

Member/Manager (LLC)

Owner (Sole Proprietorship/Individual)

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:



Print Name: Jeanne McCormack

Its: Director of Contract Administration / Preconstruction Coordinator
((Assistant) Corporate Secretary if corporation)

WALTON COUNTY, GEORGIA

By: _____
Chairman

[COUNTY SEAL]

Attest:

Signature: _____

Print Name: _____

Title: County Clerk

Approved as to form:

County Attorney

"EXHIBIT A"

**REQUEST FOR QUALIFICATION-BASED BIDS
23-15
WALTON COUNTY BOARD OF
COMMISSIONERS**

General Construction Services

The Grove

**a Walton County Parks & Recreational Facility,
1089 HWY 81, Loganville, GA 30052**



MANDATORY PRE-QUALIFICATIONS CONFERENCE:

TUESDAY, MARCH 07, 2023, AT 11:00 A.M. E.S.T.

**Meridian Park & Recreation Center,
located at 105 Generation Boulevard, Loganville, GA 30052**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

MONDAY, MARCH 20, 2023, AT 1:30 P.M. E.S.T.

WALTON COUNTY BOARD OF COMMISSIONERS

ATTN: FACILITIES DEPT.

Historic Walton County Courthouse

111 South Broad Street

Monroe, Georgia 30655

NOTE: Please examine the contents of the RFQB package and if anything is missing contact Jeff Prine in writing via email at jprine@ascension-pm.com

ISSUE DATE: FEBRUARY 20, 2023

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A. GENERAL SCOPE OF WORK	
B. Acknowledgement of Addendum Form <i>(required submittal)</i>	
C. Reference Survey Form <i>(required submittal)</i>	
D. CONSTRUCTION SERVICES AGREEMENT <i>(if deemed Qualified this is to be completely executed and submitted with Bid as part 2 of process)</i>	
E. SUBCONTRACTORS QUALIFICATION AFFIDIVAT <i>(required submittal)</i>	
F. IMMIGRATION AND SECURITY FORM <i>(required submittal)</i>	
G. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR <i>(required submittal)</i>	
H. BUSINESS LICENSE <i>(required submittal)</i>	
I. Certification Regarding Debarment <i>(required submittal)</i>	
J. AIA A305-2020 Document <i>(required submittal)</i>	

**ADVERTISEMENT FOR REQUEST FOR QUALIFICATION-BASED BIDS
THE GROVE, a Walton County Parks & Recreational Facility to be located at 1089 HWY 81
Loganville, GA 30052**

**WALTON COUNTY BOARD OF COMMISSIONERS
RFQB #23-15**

Separate sealed Qualification Based Bids for Construction services related to construction of a new Park to be located at 1089 HWY 81 Loganville, GA 30052, on behalf of the Walton County Board of Commissioners.

SUBMISSIONS ARE TO BE SEALED, MARKED WITH THE OFFEROR’S NAME AND ADDRESS AND LABELED: **RFQB #23-15 GENERAL CONSTRUCTION SERVICES - THE GROVE - A WALTON COUNTY PARKS & RECREATIONAL FACILITY**

and delivered to:

Walton County
Historic Walton County Courthouse
111 South Broad Street
Monroe, Georgia 30655

no later than **1:30 P.M. E.D.T, MONDAY, MARCH 20, 2023**. Submissions received after said date and time will not be considered. Having the wrapper or envelope postmarked by Monday, March 20, 2023, does not meet the requirements of this RFQB. Delivering the document to a commercial delivery service is also not sufficient until the offer is actually received at the designated location. The purpose of the initial submission process is to identify potential bidders who are qualified to perform the required work and, as such, would be “responsible” bidders. The potential bidders identified as qualified through this process will be invited to submit bids to perform the required construction services work.

The written requirements contained in this RFQB shall not be changed or superseded except by written addendum from Walton County. The Owner reserves the right to reject any and all submissions deemed to be non-responsive. Walton County also reserves the right to reject any and all submissions, to waive any technicalities, informalities, or irregularities. Based on the submissions received, Walton County will determine, based on the criteria set forth in Section III of this qualifications document, which of the submitters are qualified to submit bids to perform the required work, i.e. which submitters are “responsible.” In the subsequent phase of the selection process, Walton County will award a contract to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the request for bids, with Walton County reserving the right to reject and all bids, to waive any technicalities, informalities, or irregularities.

Any inquiries regarding this RFQB must be submitted in writing via email no later than **Friday, March 10, 2023, 12:00 P.M. E.D.T - ATTN: Jeff Prine, CCM, LEED AP** via email: jprine@ascension-pm.com. Questions will be answered in writing by addendum. Questions received after March 10, 2023, will not receive a response. A list of names of firms providing submissions may be obtained from him via email request after the submittal due date and time stated herein.

SECTION I – QUALIFICATION-BASED BIDS OVERVIEW AND PROCEDURES

A. PURPOSE

The Walton County Board of Commissioners is requesting Competitive Sealed Submissions for Construction services to build a new Park, The Grove, a Walton County Parks & Recreation Facility, located at 1089 HWY 81 Loganville, GA 30052. Instructions for preparation and submission of a Submission are contained in this packet. Submissions must be typed or printed in ink

Walton County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap or veteran’s status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Walton County.

The purpose of this RFQB is:

- 1) To provide interested firms with sufficient information to enable them to submit a uniform responsive Qualification-Based Bid (“Bid”) for Walton County’s review;
- 2) To set forth a systematic method of evaluation that will be fair and impartial to all interested Firm’s; and
- 3) To generate uniform Qualifications for evaluation by Walton County. This RFQB is complex and requires your immediate and careful attention.

This will be accomplished by the following **process**;

- 1) **First**, Qualification submissions received from Submitting Firms will be evaluated against the Required Criteria listed within this RFQB. Refer to Section II – Qualifications – A & B for details.
 - **NOTE: This is a Mandatory requirement for that Firm to be deemed Qualified and their Bid accepted for the project.** Submitting firms determined by Walton County to meet the Required Criteria will be deemed to be qualified and “responsible” and will be allowed to submit bids for the Contract.
 -
- 2) **Second**, the bids of firms deemed qualified will be evaluated on a Competitive Bid Process wherein the contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements set forth herein.

B. PROJECT DESCRIPTION

Walton County (“Owner”) is embarking on its Capital Improvement Program (“Program”). As part of this, a new Park, The Grove, a Walton County Parks & Recreation Facility, is to be constructed. The following is provided to assist the General Construction Firms or Teams in determining if they have the necessary project experience to submit a Submission and be considered for this project.

SCOPE:

- **GENERAL SCOPE OF SERVICES.** Includes complete General Construction services.
 - **Site Infrastructure; Clearing & Grading, Utilities, Stormwater Detention, Roadway, Sidewalks, Site Lighting**
 - **Traffic Signal Improvements at HWY 81 and Park Entrance**
 - **Community Building**
 - **SPLASH Pad Complex**
 - **Playground Complex**
 - **Amphitheatre Complex**
 - **Softball Complex (5 Fields)**
 - **Teen Center (Skatepark, Basketball Courts, Volleyball Courts, and Pavilion**
- **Construction Budget is estimated to be \$38,500,000.00**

It is the objective of Walton County to have their projects completed for as low a cost as practical without sacrificing the Owner’s requirements, Design Standards, and/or Long-term Operating / Life Cycle costs.

C. INFORMATION FOR OFFERORS

1. RFQB TIMETABLE:

The anticipated schedule for the RFQB and contract approval is as follows:

RFQB available	Monday, February 20, 2023
MANDATORY Pre-Qualifications Conference	Tuesday, March 07, 2023, at 11:00 A.M. E.S.T.
Deadline for submission of questions	Friday, March 10, 2023, at 12:00 P.M. Noon E.S.T.
Deadline for receipt of Submissions	Monday, March 20, 2023, 1:30 P.M. E.S.T.
Submission Evaluations	March 20, 2023
Issue Bid Documents to Qualified Bidders	March 22, 2023
Receive Bids from Qualified Bidders	April 20, 2023
Board of Commissioners Award	May 02, 2023

- 2. SUBMISSIONS ARE TO BE SEALED, MARKED WITH THE OFFEROR’S NAME AND ADDRESS AND LABELED: RFQB #23-15 GENERAL CONSTRUCTION SERVICES - THE GROVE - A WALTON COUNTY PARKS & RECREATIONAL FACILITY** and delivered to:

Walton County
Historic Walton County Courthouse
 111 South Broad Street
 Monroe, Georgia 30655

no later than **1:30 P.M. E.D.T, MONDAY, MARCH 20, 2023**. Submissions received after said date and time will not be considered. Having the wrapper or envelope postmarked by Monday, March 20, 2023, does not meet the requirements of this RFQB. Delivering the document to a commercial delivery service is also not sufficient until the offer is actually received at the designated location.

3. RFQB QUESTIONS:

Any inquiries regarding this RFQB must be submitted in writing via email no later than **Noon-Local Time, Friday, March 10, 2023**, Attn: **Jeff Prine, CCM, LEED AP** via email: jprine@ascension-pm.com. Questions will be answered at the mandatory pre-submission conference and/or in writing by addendum. Questions received after this time will not receive a response.

4. ADDITIONAL INFORMATION/ADDENDA

Answers to questions submitted that materially change the conditions and specifications of this RFQB will be distributed to all addressees as an addendum. Any discussions or documents will be considered non-binding unless incorporated and distributed in an addendum.

Submitters should check with the Purchasing Department frequently during the bidding process to verify that they have received all issued addendums. While every attempt is made to make sure that registered Submitters receive notice of addendums, Submitters have the responsibility of making sure that they have received all issued addendums. Addenda are required to be signed and returned with the Submission submittal.

5. LATE QUALIFICATIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Submissions received after the SUBMISSION DUE DATE and time will not be considered. Modifications received after the SUBMISSION DUE DATE will not be considered. Walton County shall bear no responsibility for the premature opening of a Submission Package not properly addressed and identified, and/or delivered to the proper designation.

A Submitter may withdraw their Submission before the Submission due date, without prejudice to the Submitter, by submitting a written request of withdrawal to the Walton County Purchasing Department.

6. REJECTION OF SUBMISSIONS

Walton County may reject any and all Submissions and must reject a Submission of any party who has been delinquent or unfaithful in any formal contract with Walton County. Also, Walton County reserves the right to waive any irregularities or informalities in any Submission in the proposing procedure. Walton County shall be the sole judge as to which Submitting firms are qualified, and thereby responsible, and in ascertaining this will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the each Submitting Firm. Walton County will also be the sole judge of which of the bids, from responsible bidders, is responsive and which bid is lowest. If the bid submitted by the lowest responsible and responsive bidder exceeds the funds budgeted for this project, Walton County reserves the right, but shall not be obligated, to negotiate with such apparent low bidder to obtain a contract price within the budgeted amount. Such negotiations may include changes in the scope of work and other bid requirements.

7. NON-COLLUSION AFFIDAVIT

By submitting a Submission, the Submitter represents and warrants that such Submission is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a sham Submission, or any other person, firm or corporation to refrain from proposing and that the Submitter has not in any manner sought by collusion to secure to that Submitter any advantage over any other Submitter.

By submitting Submissions, the Offeror represents and warrants no official, employee or agent of Owner or Authority has been offered, has accepted, or has been contracted to accept, either directly or indirectly, any part of the pay or profit arising out of the contract(s) that may result from this RFQB.

8. COST INCURRED BY OFFERORS

All expenses involved with the preparation of Submissions, or any work performed in connection therewith are the responsibility of the Offeror(s).

9. PROJECT ORGANIZATION

The Board of Commissioners of Walton County is the governing body and has authorized the Chairman of the Board of Commissioners to administer this project.

10. CONTACT WITH WALTON COUNTY STAFF

Except for the submission of written questions directed to Jeff Prine, as previously set forth in this RFQB, after February 20, 2023, any contact made by with Walton County Staff or contractors will result in immediate disqualification of said entity. Contact is only permitted after May 31, 2023.

11. DOCUMENTS DEEMED PART OF THE CONTRACT:

The notice, invitation to Submitters, general conditions, and instructions for Submitters, special conditions, specifications, Submission, and addenda, if any, will be deemed part of the contract.

12. RFQB DOCUMENTS

The RFQB documents consist of the following Attachments:

- A. GENERAL SCOPE OF WORK**
- B. Acknowledgement of Addendum Form *(required submittal)***
- C. Reference Survey Form *(required submittal)***
- D. CONSTRUCTION SERVICES AGREEMENT *(if deemed Qualified this is to be completely executed and submitted with Bid as part 2 of process)***
- E. SUBCONTRACTORS QUALIFICATION AFFIDIVAT *(required submittal)***
- F. IMMIGRATION AND SECURITY FORM *(required submittal)***
- G. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR *(required submittal)***
- H. BUSINESS LICENSE *(required submittal)***
- I. AIA A305-2020 Document *(required submittal)***

SECTION II – SUBMISSION REQUIREMENTS

Submissions shall not exceed Fifty (50) typed pages. Tab’s do not count toward this limit. Attachments C, D, E, F, G, H, & I, do not count toward this limit. 8-1/2” x 11” Sheets printed on both sides counts as one page. 11” x 17” Sheets counts as two pages. Font shall be no less than 10 point and you may utilize double siding. All Submissions shall include the information indicated below **and in the following order with individual Tabs for each section and sub section.**

All Submissions received will become a part of the official contract file and may be subject to disclosure. *Walton County is a governmental entity that is subject to the Georgia Open Records Act (“ORA”). After contract award, documents submitted to Walton County in the bidding process are presumed to be subject to the ORA; however, documents that an offeror contends contains specific trade secrets may be marked as trade secrets. An offeror is required to submit and attach to the specific trade secret record an affidavit affirmatively declaring the specific information in the records that constitutes a trade secret, as defined by Georgia law. If the offeror attaches such an affidavit and if inspection or copies are requested under the ORA, Walton County will contact offeror to advise offeror that said documents have been requested and will be produced if Walton County determines they do not constitute trade secrets. Offeror shall have the amount of time stated in the notice to seek legal remedy preventing the disclosure of the documents. If Walton County has not received a valid judicial order or decree preventing the disclosure of the documents, they will be disclosed in accordance with the time requirements contained in the ORA.*

A. QUALIFICATIONS CRITERIA:

The Firm for this project shall meet the following minimum Qualifications to be deemed a responsible bidder and to be allowed to submit a bid:

NOTE: If the Firm has multiple office locations please identify which location will be responsible for this project. Responses to Requirements 2 and 3 must be projects completed by the branch office proposed for this project; projects completed by the home or other branch offices will not be accepted.

1. The Firm shall have been in business for a minimum of **Five (5) years** and shall not have been declared in default on any contract within that time. If the Firm choses to joint venture then said joint venture team must have previously completed **Three (3) relevant projects together**, of similar nature, scope, schedule, and size as indicated in this RFQB.
2. The Firm shall have completed at least **Three (3) projects** that meets the following minimum characteristics in the **last five years**. The minimum characteristics are:
 - a. **Successful completion of; 1) Civil Infrastructure (Grading, Utilities, Roadways for 50 Acre or larger sites) 2) Parks & Recreational Facilities such as; Community Centers, SPLASH Pad Complex, Playground Complex, Softball Complex, and/or, 3) Other related Parks & Recreation Facilities for a County or Municipal Governments.**
3. The Firm shall demonstrate that their Surety underwriting bonds for the project is included on the current U.S. Treasury Circular 570 listing and shall have an A.M. Best rating of A- or better and shall be licensed to do business in the State of Georgia. This, along with the fact that the Surety is ready, willing, and able to provide necessary Bid, Performance and Payment Bonding if the Firm choses to bid the project, shall be provided in a Letter on the surety’s Letterhead in this Qualifications Package.
4. The Firm shall have demonstrated capabilities to manage a schedule and complete projects

within agreed upon Schedules and of High Quality. Firm shall utilize Reference Survey Forms/Client Letters as illustrated in Section B.6 below to demonstrate these capabilities.

B. QUALIFICATION-BASED BID SUBMISSION REQUIREMENTS:

1. FORMAT

All Submissions shall include the information indicated below and in the following order:

1. Cover Letter & Statement of Interest: A brief cover letter of introduction and interest that includes at a minimum the following:

- Number of 1) Civil Infrastructure (Grading, Utilities, Roadways for 50 Acre or larger sites) 2) Parks & Recreational Facilities such as; Community Centers, SPLASH Pad Complex, Playground Complex, Softball Complex, and/or, 3) Other related Parks & Recreation Facilities for a County or Municipal Governments the GC firm or team as constructed within the last 5 years with a minimum contract amount of \$38,500,000.00.
- Explain experience in working with a County's permit inspection processes.
- Explain experience working with County and Municipalities.
- Explain experience delivering Projects on time, within budget, and with high quality of standards.
- Provide construction creativity, awards, or acknowledgements.
- Provide examples indicating your ability to be flexible and fluid when it comes to changes in your construction processes.
- Demonstrate that your Surety underwriting bonds for the project is included on the current U.S. Treasury listing and shall have an A.M. Best rating of A- or better and shall be licensed to do business in the State of Georgia. This, along with the fact that the Surety plans on providing necessary Bid, Performance and Payment Bonding if the Firm chooses to bid the project, shall be provided in a Letter on their Letterhead in this Qualifications Package.
- **(This is in addition to information requested on Attachment "I" - AIA A305-2020 Document)**

2. Firm Description and information:

- Basic company information
- Company name
- Address & Zip code
- E-mail address & Name of primary contact
- Telephone number
- Fax number
- Number of years in business
- DUNN and BRADSTREET Number if applicable
- Form of Ownership, including state of residency or incorporation for each member of the Team, joint venture, or other structure? For joint venture or other structure, succinctly describe the history and growth of each firm or team member and experience delivering similar projects as this project.
- **(Refer to Attachment "I" - AIA A305-2020 Document)**

3. **Understanding of the Project:** Based on the understanding of the Requested Scope of Work the vendor will provide:
- a. **Management Plan and Schedule.** Submit Management Plan indicating procedures to be utilized in construction of the Grove parks and recreation facility.
 - b. **Team Interface.** Describe how your designated POC / Team) will interface with and support the owner and their individual facility members.
 - **(This is in addition to information requested on Attachment “I” - AIA A305-2020 Document)**
4. **Firm Current Legal Status:**
- Regarding litigation with Clients’, sub-consultants, and vendors:
 - List any active or pending litigation any member of the Firm or team has against any Client, sub-consultants and vendors and explain.
 - Other than that, just listed, has any member of the proposed Firm or team been involved in any relevant litigation in the past five years? Explain.
 - Has any member of the proposed Firm or team ever failed to complete any work awarded to it or has it been removed from any project awarded to the firm? Explain.
 - Based on the responses provided, Walton County reserves the right after considering such information to find any applicant non-responsible and disqualified.
 - **(Refer to Attachment “I” - AIA A305-2020 Document)**
5. **Project Team:**
- Provide general information about the firm's or team’s personnel resources, including classifications and numbers of employees and the locations and staffing of offices.
 - Provide an organizational chart of key personnel proposed for the Springhill Neighborhood Park in the areas of Principal, Senior Project Manager, Project Manager, Project Engineer, Superintendent and describe each’s role on this project.
 - Principal/Senior Project Manager** should **have 7 plus Years’ experience** and demonstrate capability to oversee assigned Project Resources and effectively interface with clients on a regular basis to ensure that the project is effectively being delivered.
 - Project Manager** should **have 5 plus Years’ experience** and demonstrate capability to oversee Project’s Schedule, Budget, Quality Assurance, efforts. Demonstrate their capability to oversee sub-contractors assigned to perform specific tasks the project requires.
 - Project Engineer** should **have 3 plus Years’ experience** and demonstrate capability to generate and monitor Critical Path Schedules, Submittals, Request for Information/Logs, Application for Payments, and other necessary paperwork the project requires.
 - Superintendent** should **have 10 plus Years’ experience** and demonstrate capability to manage sub-contractors, oversee execution of Critical Path

- Schedules, Quality Assurance Programs, and Close Out Inspections leading to the turn-over of said project to the Client.
- Provide summary resumes / qualifications and description of experience of these key personnel proposed for the project.
 - Provide availability of these key personnel proposed to work on this project.
 - **(This is in addition to information requested on Attachment "I" - AIA A305-2020 Document)**
6. **Reference Projects:** Examples of no more than **Three (3) "reference clients"** which represent the team's approach to similar solutions for projects of similar scale and complexity, and the information on these projects must indicate the contributions of proposed key personnel with the "referenced clients" cited in the submittal. We prefer that the reference projects were with clients with similar projects. For each project, the following information should be provided:
- The name of the organization to which the services were provided
 - Project name
 - Project location
 - Dates during which services were performed
 - Physical description (e.g., project elements, etc.)
 - Brief description of project
 - General Contracting services performed
 - Three (3) representative photos of the project
 - **Statement of performance versus Client expectations, including concept, cost, quality, and schedule**
 - Client Budget_____ versus Delivered Cost_____
 - Client Schedule_____ versus Delivered Schedule_____
 - **(This is in addition to information requested on Attachment "I" - AIA A305-2020 Document)**
7. **Acknowledgement of Addendum Form.** Refer to **Attachment B. *REQUIRED SUBMITTAL***
- **(This is in addition to information requested on Attachment "I" - AIA A305-2020 Document)**
8. **References:** Provide Three (3) reference survey forms. Refer to **Attachment C** for the required format. ***REQUIRED SUBMITTAL***
- **(This is in addition to information requested on Attachment "I" - AIA A305-2020 Document)**
9. **Financial Information:** Provide the Offeror's audited Financial Report from either your Financial Institution or CPA.
- **(Refer to Attachment "I" - AIA A305-2020 Document)**
10. **Vendor Forms.** Refer to **Attachment E – Subcontractors Qualifications Affidavit, Attachment F – Immigration and Security Form, Attachment G – Non-Collusion Affidavit of Prime Bidder/Subcontractor, Attachment H – Business License. *All Attachments are REQUIRED SUBMITTALS. If any of the above are not provided,***

the Submission will be declared Non-Compliant and will be rejected.

11. Construction Services Agreement: Refer to Attachment D.

12. AIA A305-2020 Document: Refer to Attachment I. **REQUIRED SUBMITTAL**

SECTION III – AGREEMENT REQUIREMENTS

This section describes Walton County's expectations for the selected General Construction Firm. The final terms and conditions of the Agreement supersede the information provided here. The information below is intended to provide base requirements for Offerors. It is not the intent of Walton County to limit opportunities to reduce cost or expedite the schedule.

A. FORM OF AGREEMENT

- The Owner intends to enter into a **Construction Services Agreement** with the Selected General Construction Firm. If the selected General Construction Firm is a single entity, Walton County will contract with that entity. If the selected Offeror is a team, Walton County will contract with the Firm listed as PRIME. The General Construction team may contract between themselves as prime/sub-contractors, joint ventures', etc. Conditions of the Contract Agreement shall be communicated via RFQB or via Addendum. The **Construction Services Agreement** is **NOT** subject to negotiation.

- **Refer to Attachment D – For your Review. A Fully Executed Agreement will be required as part of the next step or Competitive Bid.**

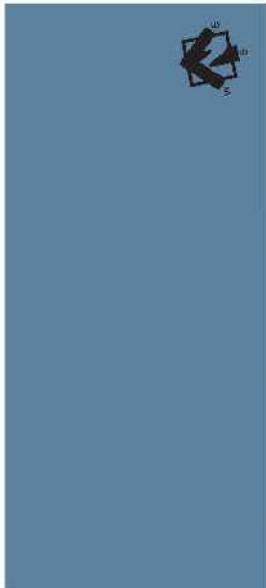
SECTION IV - ATTACHMENTS

- A. GENERAL SCOPE OF WORK
- B. Acknowledgement of Addendum Form *(required submittal)*
- C. Reference Survey Form *(required submittal)*
- D. CONSTRUCTION SERVICES AGREEMENT *(if deemed Qualified this is to be completely executed and submitted with Bid as part 2 of process)*
- E. SUBCONTRACTORS QUALIFICATION AFFIDAVIT *(required submittal)*
- F. IMMIGRATION AND SECURITY FORM *(required submittal)*
- G. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER /SUBCONTRACTOR *(required submittal)*
- H. BUSINESS LICENSE *(required submittal)*
- I. AIA A305-2020 Document *(required submittal)*



“The GROVE” a Walton County Parks & Recreation Facility

- LEGEND:**
- SITE AMENITIES:**
- ① AMPHITHEATER
 - ② COMMUNITY CENTER
 - ③ DOG PARK
 - ④ MAINTENANCE FACILITY
 - ⑤ PLAYGROUND
 - ⑥ SPLASH PAD
 - ⑦ SPORTS COMPLEX
 - ⑧ TRAIL NETWORK
 - ⑨ YOUTH COMPLEX

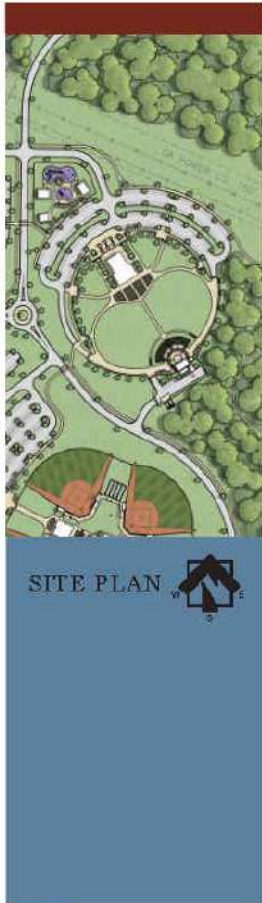


SITE PLAN





“The GROVE” a Walton County Parks & Recreation Facility



AMPHITHEATER



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



AMPHITHEATER



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



SITE PLAN



AMPHITHEATER



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



LARGE PAVILION





“The GROVE” a Walton County Parks & Recreation Facility



COMMUNITY CENTER



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



SPLASH PAD



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



SPORTS COMPLEX



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



SITE PLAN



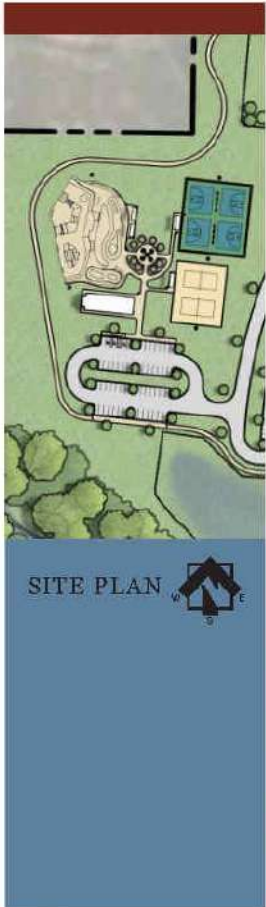
SPORTS COMPLEX



WALTON COUNTY
Georgia



“The GROVE” a Walton County Parks & Recreation Facility



YOUTH RESTROOM PAVILION



ATTACHMENT B
Acknowledgement of Addendum Form
 RFQB # 23-15
 The Grove, a Walton County Parks & Recreation Facility
REQUIRED SUBMITTAL

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum	_____	date	_____	Acknowledgement	_____
					<i>Initial</i>
Addendum	_____	date	_____	Acknowledgement	_____
					<i>Initial</i>
Addendum	_____	date	_____	Acknowledgement	_____
					<i>Initial</i>
Addendum	_____	date	_____	Acknowledgement	_____
					<i>Initial</i>

Offerors must acknowledge any issued addenda. Submittals which fail to acknowledge the offeror's receipt of any addendum will result in the rejection of the submittal if the addendum contained information which substantively changes the Owner's requirements.

ATTACHMENT C Reference Survey Form

RFQB # 23-15

The Grove, a Walton County Parks & Recreation Facility

REQUIRED SUBMITTAL

Offeror: _____

Project Name: _____

Project Completion Date: _____

Offerors scope included:
_____ Construction

Please rate the Offeror 's performance from 1-5 on the following issues by circling the appropriate number where 1 indicates that you least agree with the statement and 5 indicates that you most agree with the statement.

	Disagree		Agree			
	1	2	3	4	5	
Completed work on time: Construction	1	2	3	4	5	N/A
Completed work within budget: Construction	1	2	3	4	5	N/A
Provided timely and accurate information: Construction	1	2	3	4	5	N/A
Worked well with Owner's staff: Construction	1	2	3	4	5	N/A
Exercised project safety: Construction	1	2	3	4	5	N/A
Provided quality materials and workmanship: Construction	1	2	3	4	5	N/A
Would use firm again: Construction	1	2	3	4	5	N/A

Completed by: Name: _____

Entity: _____

Address: _____

Telephone: _____

Fax: _____

Signature: _____ Date: _____

Thank you for your assistance.

"EXHIBIT B"

ATTACHMENT A
BID FORM

RFQB # 23-15 The Grove, a Walton County Parks & Recreation Facility

REQUIRED SUBMITTAL

Date: 2/16/2024

Walton County, Georgia

Gentlemen:

Having carefully examined the Invitation for Bids; the Instructions to Bidders; the Proposal; the Contract Forms; the Plans and Project Manual entitled:

THE GROVE, 1089 HIGHWAY 81, LOGANVILLE, GA 30052, WALTON COUNTY, GA

Project Manual dated March 22, 2023, and Construction Drawings dated March 22, 2023

Value management log dated February 16, 2024

as well as the site, premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor, and materials necessary to complete the work as described in the above-named documents as follows:

A. **LUMP SUM**

Total lump sum amount to complete all work as detailed: Thirty Nine Million

Two Hundred and Four Thousand Two Hundred and Six

Dollars (\$ 39,004,206.00).

B. **ALLOWANCES**

The undersigned represents that the allowance listed below is intended to be used for its stated purpose, as identified in Section 012100- Allowances, acknowledges that the actual values are not guaranteed and that any costs in excess of the stated allowance shall be the sole responsibility of the Bidder. Should the amount included in the Base Bid for any allowance items not be exhausted, a change order will be initiated to refund the County the difference of the remaining allowance value:

Seven Hundred Eighty Seven Thousand Five Hundred

Dollars (\$ 787,500).

* Revised Base Bid includes accepted value management from log dated February 16, 2024

C. UNIT PRICES

Should rock or other unforeseen conditions be encountered, and for other indicated construction items, the Base Bid shall include performing the work below. The stated unit prices include only those items listed in Section 012200- Unit Prices.

The undersigned represents that the unit prices listed below are complete as specified in Section 012200, acknowledges that the quantities are not guaranteed, and agrees that payment will be based on actual quantities. Prices must be entered for all blanks in the schedule.

Removal of rock or providing items 3 through 9 in excess of the estimated amount will be paid at the unit price, upon verification by the County’s geotechnical firm and/or site representative. The quantity of rock and/or unsatisfactory materials will be verified by the County’s representative or geotechnical firm. Should the amount included in the Base Bid for any unit price items not be encountered or implemented, a change order will be initiated to refund the County the difference at the bid unit price.

No.	Item	Unit	Qty.	Unit Price	Total
1	Rock (Open Excavation)	CY	500	\$ 75.00	\$ 37,500
2	Rock (Trench Excavation)	CY	1,250	\$ 165.00	\$ 206,250
3	Excavation of Unsatisfactory Material and Replacement with Crushed Stone	CY	200	\$ 125.00	\$ 25,000
4	Excavation of Unsatisfactory Material and Replacement with Earth Fill	CY	200	\$ 22.00	\$ 4,400
5	Excavation of Unsatisfactory Material and Replacement with Surge Stone	CY	200	\$ 175.00	\$ 35,000
6	Trail Cross-Drains	EA	10	\$ 1000.00	\$ 10,000
7	419 Bermuda Sod	SF	50,000	\$ 144.00	\$ 71,875

D. TOTAL BASE BID (A + B + C = D)

The total sum of items A, B and C, which is hereinafter called the **BASE BID** _____

Forty Million Three Hundred Seventy Eight Thousand Seven Hundred

Thirty One Dollars (\$ **40,181,731**).

* Revised Base Bid includes accepted value management from log dated February 16, 2024

E. Break down your total BASE BID as follows:

Item	Description	Cost
1	General Site Development	\$ 14,964,241
2	Amphitheater	\$ 5,019,000
3	Community Center	\$ 5,157,132
5	Dog Park	\$ N/A
6	Maintenance Facility	\$ 1,155,652
7	Playground	\$ 1,416,884
8	Splash Pad	\$ N/A
9	Softball Complex	\$ 8,232,563
10	Trail Network	\$ 827,873
11	Youth Complex	\$ N/A
12	Landscape & Irrigation	\$ 2,114,928
13	Allowance #1	\$ N/A
14	Allowance #2	\$ N/A
15	Allowance #3	\$ 487,500
16	Allowance #4	\$ 300,000
17	Unit Price #1	\$ 37,500
18	Unit Price #2	\$ 206,250
19	Unit Price #3	\$ 25,000
20	Unit Price #4	\$ 4,400
21	Unit Price #5	\$ 35,000
22	Unit Price #6	\$ 10,000
23	Unit Price #7	\$ 71,875
	Total BASE BID	\$ 40,181,731

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this Proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

In case he be notified in writing by mail, telegraph of delivery of the acceptance of this Proposal within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute a contract (Walton County, General Construction Services – Athletic & Security Lighting Systems) for the work for the above stated compensation and to furnish and to deliver to the Owner a Performance and Payment Bond each in an amount equal to 100% of the Contract Sum and in accordance with the conditions specified under other sections including required subcontractor bonds.

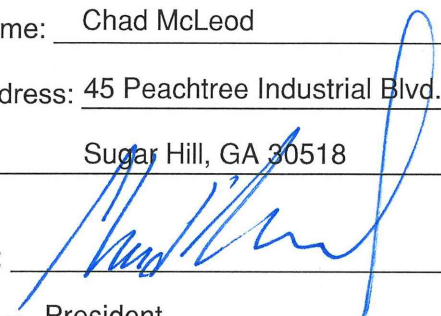
The undersigned agrees to commence actual physical work on the site and with adequate force and equipment as follows:

Commence work within ten (10) days of the Notice to Proceed and substantially complete all work within seven hundred and thirty (730) days of the Notice to Proceed.

Enclosed is a Bid Bond (Certified Checks not acceptable) in the amount of

_____ Dollars (\$ _____).

Respectfully submitted,

Name: Chad McLeod
Address: 45 Peachtree Industrial Blvd.
Sugar Hill, GA 30518
By: 
Title: President

The legal name of the Bidder is: Reeves Young, LLC

State of Georgia General Contractor's License Number: GCCO004640

G. AGREEMENT REQUIREMENTS

This section describes Walton County's expectations for the selected General Construction Firm. The final terms and conditions of the Agreement supersede the information provided here. The information below is intended to provide base requirements for Offerors. It is not the intent of Walton County to limit opportunities to reduce cost or expedite the schedule.

H. FORM OF AGREEMENT:

The Owner intends to enter into a Construction Services Agreement with the Selected General Construction firm. If the selected General Construction firm is a single entity, Walton County will contract with that entity. If the selected Officer is a team, Walton County will contract with the firm listed as PRIME. The General Construction team may contract between themselves as prime/sub-contractors, joint ventures, etc. Conditions of the Contract Agreement shall be communicated via RFQB or via Addendum. The Construction Services Agreement is NOT subject to negotiation.

A fully executed agreement will be required as part of the Competitive Bid.

"EXHIBIT B"

ATTACHMENT C
Acknowledgement of Addendum Form
RFQB #23-15 The Grove, a Walton County Parks & Recreation Facility
REQUIRED SUBMITTAL

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum	<u> 1 </u>	date	<u> 4/5/2023 </u>	Acknowledgement	<u> CN </u> Initial
Addendum	<u> 2 </u>	date	<u> 4/14/2023 </u>	Acknowledgement	<u> CN </u> Initial
Addendum	<u> 3 </u>	date	<u> 4/21/2023 </u>	Acknowledgement	<u> CN </u> Initial
Addendum	<u> 4 </u>	date	<u> 5/1/2023 </u>	Acknowledgement	<u> CN </u> Initial

Offerors must acknowledge any issued addenda. Submittals which fail to acknowledge the offeror 's receipt of any addendum will result in the rejection of the submittal if the addendum contained information which substantively changes the Owner's requirements.



"EXHIBIT B"

AUTHORITY TO SIGN

November 7, 2022

I, Eric Young, Managing Member of Reeves Young, do hereby grant Chad McLeod the authority to execute certain documents on behalf of the company without attestation, which specifically include Owner Agreements, Contracts, Subcontracts, Purchase Orders, Payment and Performance Bonds and Project Qualification Documents as necessary to conduct the business and normal operations of the company.

Eric Young
CEO, Managing Member


Chad McLeod
President

Sworn to and subscribed before me this
7th day of November, 2022.

Scarleth I. Valeriano
Notary Public



My Commission Expires: September 26, 2025



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 State Licensing Board for Residential and General Contractors
 LICENSE NO. GCCO004640
 Reeves Young LLC
Eric Young
 45 Peachtree Industrial Blvd NW
 Suite 200
 Sugar Hill GA 30518

Qualifying Agent: William Dean Reeves, III
 Qualifying Agent License NO: GCQA004637
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 03/02/2015

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
 237 Coliseum Drive
 Macon GA 31217
 Phone: (404) 424-9966
www.sos.ga.gov/plb

Reeves Young LLC
 45 Peachtree Industrial Blvd NW
 Suite 200
 Sugar Hill GA 30518



STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State
 Georgia State Licensing Board for Residential and General Contractors
 License No. GCCO004640
 Reeves Young LLC
Eric Young
 45 Peachtree Industrial Blvd NW
 Suite 200
 Sugar Hill GA 30518

Qualifying Agent: William Dean Reeves, III
 Qualifying Agent License NO: GCQA004637
General Contractor Company

EXP DATE - 06/30/2024 Status: Active
 Issue Date: 03/02/2015

“EXHIBIT C”

[Refer to “Exhibit A” for Scope of Work and Plans and Specifications dated March 22, 2023]

“EXHIBIT D.1”

PERFORMANCE BOND

WALTON COUNTY , GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Walton County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of the County, in the sum of _____ Dollars (\$_____.__), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as The Grove, a Walton County Parks & Recreation Facility, (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the County

from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor's Surety; and
 - b. The means, method, or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below. **CONTRACTOR (“Principal”):**

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY’S POWER OF ATTORNEY)

Bonds and Insurance will be provided after contract execution

“EXHIBIT D.2”

PAYMENT BOND

WALTON COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT _____ (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Walton County, Georgia (as OWNER, hereinafter referred to as the “County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the County for the construction of a project known as The Grove, a Walton County Parks & Recreation Facility, (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

A "Claimant" shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, equipment or materials used or reasonably required for use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

"EXHIBIT E"

ATTACHMENT F
NON-COLLUSION AFFIDAVIT OF PRIME
BIDDER/SUBCONTRACTOR

RFQB #23-15 The Grove, a Walton County Parks & Recreation Facility
REQUIRED SUBMITTAL

State of Georgia
Walton County, Georgia

Chad McLeod, being the first duly sworn, deposes and says that:

1. He/she is President of Reeves Young, LLC
(Owner, partner, etc.) (Company)

the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix price or prices in the attached Bid or of any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against Walton County or any person interested in the proposed contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;

Signature: [Handwritten Signature]
Name & Title: Chad McLeod, President

Date: May 9, 2023

Notary: Scarleth I. Valeriano

My Commission Expires September 26, 2025



**“EXHIBIT F”
FINAL AFFIDAVIT**

**STATE OF GEORGIA
COUNTY OF WALTON**

TO WALTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of _____ for Walton County, Georgia have been paid and satisfied in full as of _____, 2023, and that there are no outstanding obligations or claims of any kind for the payment of which Walton County, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 2023. _____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

"EXHIBIT G.1"

ATTACHMENT E
IMMIGRATION AND SECURITY FORM

RFQB #23-15 The Grove, a Walton County Parks & Recreation Facility

REQUIRED SUBMITTAL

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to ensure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et. seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et. seq.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Walton County, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Walton County, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Department of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Walton County, Georgia at the time the subcontractor(s) is retained to perform such service.


Signature Chad McLeod President
Firm Name: Reeves Young, LLC Title

Street/Mailing Address: 45 Peachtree Industrial Blvd.

City, State, Zip Code: Sugar Hill, GA 30518

Telephone Number: 770-271-1159

Email: cmcleod@reevesyoung.com

Federal Work Authorization User Identification Number:

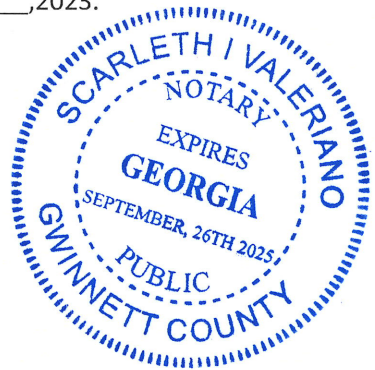
886774

Date of Authorization: 06/16/2015

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 9TH DAY OF MAY, 2023.

Scarleth I. Valeriano
NOTARY PUBLIC Scarleth I. Valeriano

My Commission Expires:
September 26, 2025



**“EXHIBIT G.2”
SUBCONTRACTOR AFFIDAVIT**

**STATE OF GEORGIA
COUNTY OF WALTON**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of Walton County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Executed on _____, 2023 in
_____(city), _____(state).

Date of Authorization

Signature of Authorized Officer or Agent

Name of Subcontractor
The Grove, a Walton County Parks & Recreation
Facility,
Name of Project

Printed Name and Title of Authorized Officer or
Agent

Walton County, Georgia
Name of Public Employer

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____,2023.

NOTARY PUBLIC
[NOTARY SEAL]

I hereby declare under penalty of perjury that
the foregoing is true and correct.

My Commission Expires:

“EXHIBIT H”

DRAWINGS:

DATED:

Sheet #

Description

March 22, 2023

ARCHITECTURAL: GENERAL

- A0.00A COVER SHEET
- A0.01A DRAWING INDEX & GENERAL BUILDING NOTES
- A0.02A ABBREVIATIONS, SHEET NUMBERING, SYMBOLS & LEGEND AND MOUNTING HEIGHTS
- A0.03A CODE REVIEW, LIFE SAFETY PLAN, & LENGEND
- A0.04A SIGNAGE AND COMCHECK
- A0.05A ADA STANDARDS
- A0.06A ADA STANDARDS
- A0.07A ADA STANDARDS
- A0.08A ADA STANDARDS
- ~~A0.09A YOUTH BUILDING PERSPECTIVE~~

SITE / CIVIL

- C1.00 OVERAL LAYOUT PLAN KEY
- C1.02A LAYOYUT ENLARGEMENT PLAN

~~ARCHITECTURAL: BUILDING “A” YOUTH BUILDING~~

- ~~A0.00A - COVER SHEET~~
- ~~A0.10A - DRAWING INDEX & GENERAL BUILDING NOTES~~
- ~~A0.20A - SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOL & MOUNTING HEIGHTS~~
- ~~A0.30A - CODE REVIEW AND LIFE SAFETY~~
- ~~A0.40A - COMCHECK & SIGNAGE~~
- ~~A0.50A - ADA STANDARDS~~
- ~~A0.60A - ADA STANDARDS~~
- ~~A0.70A - ADA STANDARDS~~
- ~~A0.80A - ADA STANDARDS~~
- ~~A8.20A - DOOR DETAILS~~
- ~~A0.90A - YOUTH BUILDING PERSPECTIVE~~
- ~~A2.10A - YOUTH BUILDING FLOOR PLAN~~
- ~~A3.10A - YOUTH BUILDING EXTERIOR ELEVATIONS~~
- ~~A3.20A - YOUTH BUILDING EXTERIOR ELEVATIONS~~
- ~~A3.30A - BUILDING SECTIONS~~
- ~~A4.10A - WALL SECTIONS & DETAILS~~
- ~~A4.20A - WALL SECTIONS & DETAILS~~
- ~~A4.30A - WALL SECTIONS & DETAILS~~
- ~~A4.40A - WALL SECTIONS & DETAILS~~
- ~~A6.10A - YOUTH BUILDING REFLECTED CEILING PLAN~~
- ~~A7.10A - YOUTH RESTROOM/PAVILION ROOF PLANS~~
- ~~A7.20A - ROOF DETAILS – ROOF PENETRATIONS~~
- ~~A8.10A - DOOR & WINDOW SCHEDULE, DETAILS~~
- ~~A9.10A - ARCHITECTURAL MILLWORK DETAILS~~
- ~~A9.20A - ARCHITECTURAL MILLWORK DETAILS~~
- ~~A9.30A - ARCHITECTURAL MILLWORK DETAILS~~

~~ARCHITECTURAL: BUILDING “B” SPLASH PAD BUILDING~~

- ~~A0.00B - COVER SHEET~~
- ~~A0.01B - DRAWING INDEX & GENERAL NOTES~~

~~A0.02B - CODE REVIEW AND LIFE SAFETY~~
~~A0.03B - COMCHECK & SIGNAGE~~
~~A0.04B - SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOL & MOUNTING HEIGHTS~~
~~A0.06B - ADA STANDARDS~~
~~A0.07B - ADA STANDARDS~~
~~A0.08B - ADA STANDARDS~~
~~A0.09B - ADA STANDARDS~~
~~A0.10B - COMMUNITY CENTER PERSPECTIVES~~
~~A1.21B - COMMUNITY CENTER 3D VIEW SW~~
~~A1.22B - COMMUNITY CENTER 3D VIEW SE~~
~~A1.23B - COMMUNITY CENTER 3D VIEW NE~~
~~A2.01B - COMMUNITY CENTER OVERALL FLOOR PLAN~~
~~A2.02B - ADMINISTRATION AND LOBBY ENLARGED PLAN~~
~~A2.03B - SPLASH PAD WING ENLARGED PLAN~~
~~A2.04B - CARDIO AND WEIGHTS ENLARGED PLAN~~
~~A2.05B - CLASSROOM AREA ENLARGED PLAN~~
~~A2.06B - MEETING ROOMS AREA ENLARGED PLAN~~
~~A2.07B - WARMING KITCHEN ENLARGED PLAN~~
~~A2.08B - CONCESSIONS ENLARGED PLAN~~
~~A2.10B - COMMUNITY CENTER REFLECTED CEILING PLAN~~
~~A2.11B - ENLARGED REFLECTED CEILING PLAN~~
~~A3.01B - COMMUNITY CENTER EXTERIOR ELEVATIONS~~
~~A3.02B - COMMUNITY CENTER EXTERIOR ELEVATIONS~~
~~A3.10B - COMMUNITY CENTER BUILDING SECTIONS~~
~~A3.11B - COMMUNITY CENTER BUILDING SECTIONS~~
~~A3.12B - COMMUNITY CENTER BUILDING SECTIONS~~
~~A3.13B - COMMUNITY CENTER BUILDING SECTIONS~~
~~A4.00B - COMMUNITY CENTER ROOF PLAN~~
~~A4.01B - ROOF DETAILS~~
~~A4.02B - ROOF DETAILS - STANDING SEAM~~
~~A4.03B - ROOF DETAILS - STANDING SEAM~~
~~A4.04B - DETAILS - ROOF PENETRATIONS~~
~~A4.05B - ROOF DETAILS - MEMBRANE~~
~~A5.01B - SPLASHPAD WING WALL SECTIONS~~
~~A5.02B - ADMIN WING WALL SECTIONS~~
~~A5.03B - COMMUNITY CENTER REAR WALL SECTIONS~~
~~A5.04B - COMMUNITY CENTER EAST WALL SECTIONS~~
~~A5.05B - WEST ELEV WALL SECTIONS~~
~~A5.06B - COMMUNITY CENTER ENTRANCE WALL SECTIONS~~
~~A5.07B - INTERIOR WALL SECTIONS~~
~~A6.01B - COMMUNITY CENTER SECTION DETAILS~~
~~A7.01B - COMMUNITY CENTER INTERIOR ELEVATIONS~~
~~A7.02B - COMMUNITY CENTER LOCKER AND CABINET ELEVATIONS~~
~~A8.01B - DOOR SCHEDULE AND DETAILS~~
~~A9.11B - ARCHITECTURAL MILLWORK DETAILS~~
~~A9.12B - ARCHITECTURAL MILLWORK DETAILS~~
~~A4.06B - ROOF DETAILS~~
~~A6.30B - RCP DETAILS~~
~~A8.02B - DOOR DETAILS~~

Building B is the Splash Pad Building. Some drawings were mislabeled "Community Center" but all marked through Building B drawings are the Splash Pad Building only.

ARCHITECTURAL: BUILDING "C" SOFTBALL BUILDING

A0.0C COVER SHEET
 A0.1C DRAWING INDEX & GENERAL NOTES

A0.2C	CODE REVIEW AND LIFE SAFETY
A0.3C	COMCHECK & SIGNAGE
A0.4C	SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOLS & MOUNTING HEIGHTS
A0.5C	ADA STANDARDS
A0.6C	ADA STANDARDS
A0.7C	ADA STANDARDS
A0.8C	ADA STANDARDS
A0.9C	SOFTBALL BUILDING PERSPECTIVES
A2.1C	SOFTBALL BUILDING FLOOR PLAN
A2.2C	KITCHEN ENLARGED PLAN
A3.1C	SOFTBALL BUILDING EXTERIOR ELEVATIONS
A3.2C	SOFTBALL BUILDING EXTERIOR ELEVATIONS
A3.3C	SOFTBALL BUILDING – BUILDING SECTIONS
A4.1C	WALL SECTIONS & DETAILS
A4.2C	WALL SECTIONS & DETAILS
A4.3C	WALL SECTIONS & DETAILS
A4.4C	WALL SECTIONS & DETAILS
A6.0C	SOFTBALL BUILDING REFLECTED CEILING PLAN
A7.0C	SOFTBALL BUILDING ROOF PLANS
A7.1C	ROOF DETAILS – STANDING SEAM
A7.2C	ROOF DETAILS – STANDING SEAM
A8.1C	DOOR SCHEDULE, LOGO SIGNAGE
A9.1C	ARCHITECTURAL MILLWORK DETAILS
A9.2C	ARCHITECTURAL MILLWORK DETAILS
A9.3C	ARCHITECTURAL MILLWORK DETAILS

ARCHITECTURAL: BUILDING “D” SMALL PAVILION

A0.0D	COVER SHEET
A0.1D	DRAWING INDEX & GENERAL BUILDING NOTES
A0.2D	CODE REVIEW, LIFE SAFETY, COMCHECK
A0.3D	CODE REVIEW AND SIGNAGE
A0.4D	SHEET NUMBERING, ABBREVIATIONS, LEGENDS GRAPHICS SYMBOLS & MOUNTING HEIGHTS
A0.5D	ADA STANDARDS
A0.6D	ADA STANDARDS
A0.7D	ADA STANDARDS
A0.8D	ADA STANDARDS
A2.1D	SMALL PAVILION FLOOR PLAN, RCP, ROOF PLAN, PERSPECTIVE, SECTION, ELEVATION
A4.1D	WALL SECTIONS & DETAILS

ARCHITECTURAL: BUILDING “E” RESTROOM BUILDING

A0.0E	COVER SHEET
A0.1E	DRAWING INDEX & GENERAL BUILDING NOTES
A0.2E	CODE REVIEW, LIFE SAFETY, COMCHECK
A0.3E	COMCHECK & SIGNAGE
A0.4E	SHEET NUMBERING, ABBREVIATIONS, GENERAL BUILDING NOTES & MOUNTING HEIGHTS
A0.5E	ADA STANDARDS
A0.6E	ADA STANDARDS
A0.7E	ADA STANDARDS
A0.8E	ADA STANDARDS
AC0.00	COVER SHEET
A0.9E	RESTROOM BUILDING PERSPECTIVE
A2.1E	RESTROOM BUILDING FLOOR PLAN
A3.1E	RESTROOM BUILDING EXTERIOR ELEVATIONS

A3.2E	RESTROOM BUILDING EXTERIOR ELEVATIONS
A3.3E	RESTROOM BUILDING SECTIONS
A4.1E	WALL SECTIONS AND DETAILS
A4.2E	WALL SECTIONS AND DETAILS
A4.3E	WALL SECTIONS AND DETAILS
A6.1E	REFLECTED CEILING PLAN AND ROOF PLAN
A7.1E	ROOF DETAILS – STANDING SEAM
A7.2E	ROOF DETAILS – STANDING SEAM
A8.1E	DOOR SCHEDULES AND DETAILS

ARCHITECTURAL: BUILDING “F” AMPHITHEATER

A0.0F	COVER SHEET
A0.1F	DRAWING INDEX & GENERAL BUILDING NOTES
A0.2F	LIFE SAFETY PLAN
A0.3F	SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOLS & MOUNTING HEIGHTS
A0.5F	ADA STANDARDS
A0.6F	ADA STANDARDS
A0.7F	ADA STANDARDS
A0.9F	AMPHITHEATER PERSPECTIVES
A2.1F	AMPHITHEATER FLOOR PLAN
A3.1F	AMPHITHEATER ELEVATIONS
A3.2F	AMPHITHEATER ELEVATIONS
A3.3F	AMPHITHEATER BUILDING SECTIONS
A3.4F	AMPHITHEATER BUILDING SECTIONS
A4.1F	WALL SECTIONS
A4.2F	WALL SECTIONS & DETAILS
A6.1F	AMPHITHEATER REFLECTED CEILING PLAN
A7.1F	AMPHITHEATER ROOF PLAN
A7.2F	ROOF DETAILS – STANDING SEAM
A7.3F	ROOF DETAILS – STANDING SEAM
A8.1F	DOOR & WINDOW DETAILS

ARCHITECTURAL: BUILDING “G” LARGE PAVILION

A0.0G	COVER SHEET
A0.1G	DRAWING INDEX & GENERAL BUILDING NOTES
A0.2G	CODE REVIEW AND LIFE SAFETY
A0.3G	COMCHECK & SIGNAGE
A0.4G	SHEET NUMBERING, ABBREVIATIONS, LEGEND GRAPHICS SYMBOL & MOUNTING HEIGHTS
A0.5G	ADA STANDARDS
A0.6G	ADA STANDARDS
A0.7G	ADA STANDARDS
A0.8G	ADA STANDARDS
A0.9G	LARGE PAVILION PERSPECTIVES
A2.1G	LARGE PAVILION FLOOR PLAN
A2.2G	KITCHEN ENLARGED PLAN
A3.1G	LARGE PAVILION EXTERIOR ELEVATIONS
A3.2G	LARGE PAVILION EXTERIOR ELEVATIONS
A3.3G	BUILDING SECTIONS
A4.1G	WALL SECTIONS & DETAILS
A4.2G	WALL SECTIONS & DETAILS
A4.3G	WALL SECTIONS & DETAILS
A4.4G	WALL SECTIONS & DETAILS
A6.1G	LARGE PAVILION REFLECTED CEILING PLAN

A7.1G	LARGE PAVILION ROOF PLAN
A7.2G	ROOF DETAILS – STANDING SEAM
A7.3G	ROOF DETAILS – STANDING SEAM
A8.1G	DOOR SCHEDULE AND DETAILS
A9.1G	ARCHITECTURAL MILLWORK DETAILS
A9.2G	ARCHITECTURAL MILLWORK DETAILS
A9.3G	ARCHITECTURAL MILLWORK DETAILS

ARCHITECTURAL: BUILDING “H” MEDIUM PAVILION

A0.0H	COVER SHEET
A0.1H	DRAWING INDEX & GENERAL BUILDING NOTES
A0.2H	CODE REVIEW, LIFE SAFETY, COMCHECK
A0.9H	MEDIUM PAVILION PERSPECTIVE
A2.1H	MEDIUM PAVILION FLOOR PLAN, ELEVATIONS, SECTION
A3.1H	EXTERIOR ELEVATIONS
A3.2H	BUILDING SECTIONS
A6.1H	MEDIUM PAVILION REFLECTED CEILING PLAN, ROOF PLAN

ARCHITECTURAL: BUILDING “J” MAINTENANCE FACILITY

A0.0J	COVER SHEET
A0.1J	DRAWING INDEX & GENERAL BUILDING NOTES
A0.3J	LIFE SAFETY PLAN
A0.4J	ABBREVIATIONS, SHEET NUMBERING SYSTEM, LEGEND GRAPHICS SYMBOLS & MOUNTING HEIGHTS
A0.5J	GENERAL NOTES & LEGENDS
A0.6J	ADA STANDARDS
A0.7J	ADA STANDARDS
A0.8J	ADA STANDARDS
A2.0J	MAINTENANCE FACILITY PERSPECTIVE
A2.1J	MAINTENANCE FACILITY FLOOR PLAN
A3.1J	MAINTENANCE FACILITY EXTERIOR ELEVATIONS
A3.2J	MAINTENANCE FACILITY EXTERIOR ELEVATIONS
A3.3J	MAINTENANCE FACILITY BUILDING SECTIONS
A3.4J	MAINTENANCE FACILITY BUILDING WALL DETAILS
A6.1J	MAINTENANCE FACILITY REFLECTED CEILING PLAN
A7.1J	MAINTENANCE FACILITY ROOF PLAN
A7.2J	ROOF DETAILS – STANDING SEAM
A7.4J	ROOF DETAILS – ROOF PENETRATIONS
A8.1J	DOOR SCHEDULE & WINDOW INFORMATION
A9.1J	CASEWORK DETAILS
A9.2J	CASEWORK DETAILS
A9.3J	CASEWORK DETAILS

~~ARCHITECTURAL: BUILDING “K” PUMP HOUSE~~

A0.0K	- COVER SHEET
A0.1K	- DRAWING INDEX & GENERAL BUILDING NOTES
A0.2K	- LIFE SAFETY & CODE REVIEW
A0.5K	- ABBREVIATIONS, SHEET NUMBERING SYSTEM, LEGEND GRAPHICS SYMBOLS & MOUNTING HEIGHTS
A0.7K	- ADA STANDARDS
A2.1K	- PUMP HOUSE PLANS, ELEVATIONS, SECTION, PERSPECTIVE
A3.1K	- PUMP ROOM EXTERIOR ELEVATIONS, SECTION AND PERSPECTIVE
A7.01K	- ROOF DETAILS – STANDING SEAM

- ~~A7.02K DETAILS – ROOF PENETRATIONS~~
- ~~A8.1K DOOR SCHEDULE & WINDOW INFORMATION~~

~~**STRUCTURAL: YOUTH RESTROOM PAVILION – A**~~

- ~~S0.01A - GENERAL NOTES~~
- ~~S0.02A - GENERAL NOTES~~
- ~~S0.03A - GENERAL NOTES~~
- ~~S1.01A - YOUTH BUILDING FOUNDATION PLAN~~
- ~~S2.01A - YOUTH BUILDING ROOF FRAMING PLAN~~
- ~~S4.01A - TYPICAL SECTIONS AND DETAILS~~
- ~~S4.02A - TYPICAL SECTIONS AND DETAILS~~

~~**STRUCTURAL: COMMUNITY CENTER – B**~~

- ~~S0.01B - GENERAL NOTES~~
- ~~S0.02B - GENERAL NOTES~~
- ~~S1.0B - AXONOMETRIC VIEW~~
- ~~S1.01B - COMMUNITY CENTER FOUNDATION PLAN~~
- ~~S2.01B - COMMUNITY CENTER ROOF FRAMING PLAN~~
- ~~S4.01B - TYPICAL SECTIONS AND DETAILS~~
- ~~S4.02B - TYPICAL SECTIONS AND DETAILS~~

Building B is the Splash Pad Building. Some drawings were mislabeled "Community Center" but all marked through Building B drawings are the Splash Pad Building only.

STRUCTURAL: SOFTBALL CONCESSIONS - C

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- S0.02C GENERAL NOTES
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SPECIFICATIONS:**DATED:****TECHNICAL SPECIFICATIONS****March 22, 2023****DIVISION 00 – BIDDING REQUIREMENTS & CONTRACT FORMS**

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07 19 00 WATER REPELLENTS
 07 21 00 THERMAL INSULATION
 07 27 26 FLUID APPLIED MEMBRANE AIR BARRIERS
 07 41 00 PREFORMED METAL STANDING SEAM ROOFING
 07 46 00 MINERAL FIBER CEMENT BOARD
 07 54 00 THERMOPLASTIC MEMBRANE ROOFING
 07 62 00 SHEET METAL FLASHING AND TRIM
 07 65 26 THRU WALL SELF ADHESIVE FLASHING
 07 71 00 ROOF ACCESSORIES
 07 84 13 PENETRATION FIRESTOPPING
 07 92 00 JOINT SEALANT

DIVISION 08 - OPENINGS

08 11 13 HOLLOW METAL DOORS AND FRAMES
 08 31 10 ACCESS DOORS AND FRAMES
 08 33 26 OVERHEAD COILING DOORS
 08 33 26 OVERHEAD COILING GRILLES
 08 41 13 ALUMINUM FRAMED STOREFRONTS
 08 42 29 SLIDING AUTOMATIC ENTRANCES
 08 71 00 DOOR HARDWARE
 08 80 00 GLAZING
 08 83 00 MIRRORS
 08 90 00 FIXED LOUVERS AND VENTS

DIVISION 09 - FINISHES

09 29 00 GYPSUM BOARD
 09 30 00 TILING
 09 51 00 ACOUSTICAL TILE CEILINGS
 09 61 00 CONCRETE FLOOR SEALER
 09 65 13 RESILIENT BASE AND ACCESSORIES

09 65 66	ATHLETIC RUBBER FLOORING
09 67 23	RESINUOUS EPOXY FLOORING
09 91 00	PAINTING
09 91 13	EXTERIOR PAINTING
09 91 23	INTERIOR PAINTING

DIVISION 10 – SPECIALTIES

10 14 00	SIGNAGE
10 21 13	TOILET COMPARTMENTS
10 22 26	OPERABLE PARTITIONS
10 28 00	TOILET ACCESSORIES
10 44 13	FIRE EXTINGUISHER CABINETS
10 44 16	FIRE EXTINGUISHERS
10 51 13	METAL LOCKERS
10 73 13	ARCHITECTURAL SUNSHADES

DIVISION 11 – EQUIPMENT

DIVISION 12 - FURNISHINGS

12 00 00	PLAYGROUND EQUIPMENT
12 93 00	SITE FURNISHINGS

DIVISION 13 – SPECIAL CONSTRUCTION

13 11 13	POOL GENERAL
13 11 14	POOL START-UP, MAINTENANCE & OPERATIONS TRAINING
13 11 18	POOL CONCRETE
13 11 20	POOL PIPE AND PIPE FITTINGS
13 11 23	POOL PIPE SUPPORTS
13 11 24	POOL VALVES
13 11 25	POOL CENTRIFUGAL PUMPS
13 11 34	VERTICAL POOL FIBERGLASS FILTERS
13 11 35	POOL ULTRAVIOLET DISINFECTION EQUIPMENT
13 11 37	POOL CHEMICAL SYSTEMS AND CONTROLS
13 11 46	POOL EQUIPMENT
13 11 47	POOL PLAY EQUIPMENT

DIVISION 22 - PLUMBING

22 05 00	COMMON WORK RESULTS FOR PLUMBING
22 05 10	PLUMBING SUPPORTS AND ANCHORS
22 07 00	PLUMBING INSULATION
22 11 16	DOMESTIC WATER, WASTE, AND VENT PIPING
22 11 19	DOMESTIC WATER AND WASTE PIPING SPECIALTIES
22 13 13	SANITARY SEWERAGE
22 40 00	PLUMBING FIXTURES

DIVISION 23 - MECHANICAL

23 05 00	COMMON WORK RESULTS FOR HVAC
23 05 10	HVAC SUPPORTS AND ANCHORS
23 05 93	TESTING, ADJUSTING, AND BALANCING
23 07 00	DUCTWORK INSULATION
23 31 00	HVAC DUCTS AND CASINGS
23 33 00	AIR DUCT ACCESSORIES
23 34 23	HVAC POWER VENTILATORS

23 37 13 DIFFUSERS, REGISTERS, AND GRILLES
 23 80 00 HEAT PUMP SPLIT SYSTEM UNITS
 23 82 00 UNIT HEATERS

DIVISION 26 - ELECTRICAL

26 00 00 ELECTRICAL SPECIFICATIONS INDEX
 26 05 01 GENERAL PROVISIONS
 26 05 19 LOW VOLTAGE POWER CONDUCTORS AND CABLES
 26 05 26 GROUNDING AND BONDING
 26 05 33 RACEWAYS AND BOXES
 26 22 13 LOW VOLTAGE DISTRIBUTION TRANSFORMERS
 26 24 16 PANELBOARDS
 26 27 26 WIRING DEVICES
 26 28 13 OVERCURRENT PROTECTIVE DEVICES
 26 28 16 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
 26 43 13 SURGE PROTECTIVE DEVICES
 26 50 02 PUBLIC ADDRESS SYSTEMS
 26 51 13 LIGHTING
 26 52 60 AMPHITHEATER AND SPORTS LIGHTING
 26 56 13 SPORTS LIGHTING POLES
 26 56 58 SPORTS LIGHTING

DIVISION 31 – EARTHWORK

31 00 00 EARTHWORK
 31 10 00 SITE CLEARING
 31 23 00 EXCAVATION SUPPORT AND PROTECTION
 31 31 16 TERMITE CONTROL

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 12 16 ASPHALT PAVING
 32 13 13 CONCRETE PAVEMENT
 32 13 73 CONCRETE PAVEMENT JOINT SEALANTS
 32 18 13 SYNTHETIC TURF SYSTEM
 32 31 13 CHAIN-LINK FENCES AND GATES
 32 31 19 ORNAMENTAL STEEL FENCE SYSTEM
 32 84 00 IRRIGATION SYSTEMS
 32 92 00 LAWNS AND GRASSES
 32 93 00 EXTERIOR PLANTS

DIVISION 33 - UTILITIES

33 11 00 WATER SYSTEM
 33 22 40 DEWATERING
 33 41 00 STORM DRAINAGE
 33 46 16 SITE SUBDRAINAGE

APPENDIX

~~A1-~~ ~~SKATEPARK-~~
 B1 CLOSED-CIRCUIT TELEVISION

“EXHIBIT I”
ADDITIONAL PAYMENT TERMS

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) “Substantial Completion” means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).
 - (ii) “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
 - (iii) “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.
 - (iv) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Payment for Work Completed and Costs Incurred. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the County that the Work was actually performed, and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the County (which approval shall be given at the sole discretion of the County), such materials and equipment suitably stored, insured, and protected off site at a location approved by the County in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed, and costs incurred, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted, and payments shall be made, on a monthly basis and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (and a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The County shall pay the Contractor within thirty (30) calendar days after approval of the invoice by County staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

- C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the County a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due or notify the Contractor and County in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the County. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the County shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the County in its sole discretion. The County shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the County, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the County of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

- D. Final Payment and Retainage. The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. Retainage of five percent (5%) shall be withheld from each progress payment. At the discretion of the County, and with the approval of Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes its work.

At Substantial Completion of the Work, provided the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within 30 days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until

such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

To the extent allowed by law, retainage may be used to satisfy any liquidated damages obligations of the Contractor, to correct work of the Contractor, and to complete work not completed by Contractor.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work, including any warranty work as the Contractor in its reasonable discretion may require including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied, as shown in "**Exhibit F**", attached to this Agreement, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in

writing and identified by that payee as unsettled at the time of final application for payment.

To the extent that any provision of this Section D of this Exhibit F conflicts with any provision of O.C.G.A. § 13-10-80, then the provision of O.C.G.A. § 13-10-80 shall prevail.

“EXHIBIT J”
KEY PERSONNEL

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
Mike Iezzi	Project Executive
Marco Donjuan	Sr. Project Manager
Jay McClellan	General Superintendent

“EXHIBIT K”

- A. Communications. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the County and the Contractor shall endeavor to communicate with each other through the Contract Administrator about matters arising out of or relating to the Agreement. The Contract Administrator’s decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.
- B. Submittals. The Contract Administrator will review and approve or take other appropriate action upon the Contractor’s submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- C. Contractor Responsibilities Unchanged. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR, ARCHITECT, ENGINEER OR ANY OTHER PARTY HIRED BY THE COUNTY. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND ANY OTHER PARTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE CONTRACT ADMINISTRATOR, ARCHITECT, ENGINEER OR ANY OTHER PARTY.

**“EXHIBIT L”
[GENERAL CONDITIONS -]**

**“EXHIBIT M”
SUPPLEMENTARY CONDITIONS**

The following supplements modify, change, delete from or add to the "The Walton County Construction Services Agreement, Sections 1 through 13. Where any Section of the Construction Services Agreement is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Section, Paragraph, Subparagraph or Clause shall remain in effect:

SECTION 1 - CONTRACT DOCUMENTS

Section 1. B Add the following:

The Contract Documents shall include the Advertisement, Instructions to Bidders and the Proposal.

Section 1. H Add the following:

Electronic Copies of the documents for the Project will be furnished to the Contractor for construction, free of charge. The cost of reproduction should be included in your Bid Price.

SECTION 5 - COMPENSATION; TIME and method OF PAYMENT

Section 5. B., “Exhibit I”, B. Add the following:

A schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item on AIA Document G702A, APPLICATION AND CERTIFICATE FOR PAYMENT, CONTINUATION SHEET." All amounts shown in the Schedule of Values shall be rounded to the nearest whole dollar.

Site Grading and Drainage, Plumbing, Mechanical, Sprinkler and Electrical subcontractors shall provide Schedule of Value breakdowns (all components of work/materials) on a separate backup sheet.

All Application and Certification for Payment forms **shall be notarized** prior to delivery to Contract Administrator for review." "The Contractor shall submit with each payment request all Superintendent's daily logs and rain logs for the month of the payment request". "Contractors and subcontractors shall submit Waiver of Lien documents with each payment request". See Waiver of Lien forms at the end of this Section.

Add the following: All applications for payment **shall be notarized** by the General Contractor submitting the application. All amounts in Pay Applications shall be rounded to the nearest whole dollar.

The initial application for payment will not be approved until the progress schedule and schedule of values have been received and approved by the Architect.

Initial Payment Application: Actions and submittals which must precede submittal of contractor's first payment application:

- Listing of Subcontractors and Principal Suppliers and Fabricators.
- Schedule of values.
- Cash Flow Projection
- Progress schedule.
- Schedule of submittals.
- Listing of Contractor's staff assignments and principal consultants with 24-hour telephone numbers.

SECTION 6 - CHANGE ORDERS

Section 6. F Add the following:

In making proposals for consideration of Change Orders, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based upon the following schedule:

To the Contractor for Work which he performs with his own forces not to exceed fifteen percent (15%) of his net additional cost.

To a Subcontractor for Work which he performs with his own forces not to exceed twenty percent (15%) of his net additional cost.

To the Contractor for Work which is performed by a Subcontractor not to exceed seven and one-half percent (7½%) of the amount due the Subcontractor.

Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

[NOTE: Review in comparison with 6.F-to make sure the full intent on these points are expressed]]

SECTION 7 - COVENANTS OF THE CONTRACTOR

Section 7. B. Meetings:

Add the following:

SECTION 1 - Contract Documents

Exhibit N

Add the following:

Prior to work starting, a **Pre-Construction Conference** shall be held including the Owner, Architect, General Contractor's project manager and job superintendent, electrical sub-contractor, plumbing sub-contractor and HVAC sub-contractor. For the pre-construction conference, the contractor shall have the following items submitted to the Owner:

List of contractor's project manager and job superintendent with 24-hour telephone numbers (3 copies).

List of major sub-contractors with contact person(s) and 24 hours telephone numbers (3 copies).

All payment and performance bonds along with current rating letter (1 original and 2 copies).

The Owner/Contractor agreement prepared for Owner's Signature (original and 2 copies).

The Critical Path Method Time Scaled (CPM) schedules (3 copies).

Certificates of Insurance (1 original and 2 copies).

When requested by the Owner or Architect during the entire construction time of the project, **monthly**, the Contractor and certain sub-contractors shall attend progress and coordination meetings held in the Owner's offices in Covington, Georgia. Persons who shall attend are:

Contractor's Superintendent
 Contractor's Project Manager or Principal of the Contractor.
 Any Sub-contractor requested to attend by Owner or Architect.
 Representative of the Owner.
 Representative of the Architect.

SECTION 1 - Contract Documents

Exhibit N

Add the following:

Reeves Young commits to work with Lose Design in the development and acceptance of a Conformed Set. This Conformed Set will address any and all Value Management modifications to current Plans and Specifications as indicated in Exhibit N. This Conformed Set will in turn become the Contract Documents from which the facilities and infrastructure is to be built from.

SECTION 4 - Contract Term

Section A - Contract Time

Add the following:

Reeves Young is targeting an 18 month (550 day) duration for the project. The contractual duration will remain at 24 months (730 days) with the understanding that Reeves Young will target an earlier completion date of 18 months.

Refer to the Project Manual Section 000004 Supplementary Conditions for additional requirements.

End of Section SC

"EXHIBIT N"

VALUE MANAGEMENT REPORT

PROJECT: **Walton County Park - The Grove**

EXECUTIVE SUMMARY

STATUS LEGEND	
PA	PENDING ADD
PD	PENDING DEDUCT
A	ACCEPTED
R	REJECTED
C	CLOSED - ITEM NO LONGER APPLICABLE TO CURRENT PROJECT SCOPE
I	INCORPORATED INTO CURRENT DRAWINGS

Starting Estimate (WCP-01 - 2023-05-09)	\$	51,899,000.00
Accepted Value Management	\$	(11,717,269.00)
Current Estimate Amount	\$	40,181,731.00
Target Budget	\$	42,000,000.00
Variance to Overcome	\$	(1,818,269.00)

#	ITEM	ITEM DESCRIPTION	TOTAL	ACCEPTED	STATUS	NOTES
PROGRAM						
26	RY15	Delete Dog Park	\$ (269,733.00)	\$ (269,733.00)	A	
31	RY20	Delete Splash Pad Complex	\$ (3,491,529.00)	\$ (3,491,529.00)	A	
31	RY20	Delete Youth Complex	\$ (2,716,482.00)	\$ (2,716,482.00)	A	
ARCHITECTURAL						
55	A22	Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building A	\$ (2,187.00)	\$ (2,187.00)	A	
56	A23	Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building B	\$ (4,882.00)	\$ (4,882.00)	A	
57	A24	Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building C	\$ (2,996.00)	\$ (2,996.00)	A	
58	A25	Utilize standard hollow metal doors and locking hardware in lieu of security grille at Building E	\$ (2,996.00)	\$ (2,996.00)	A	
59	A26	Remove Heavy Timber entry canopy at Building L and replace with a standard prefab aluminum canopy	\$ (68,988.00)	\$ (68,988.00)	A	
60	A27	Delete clerestory at Building L	\$ (16,580.00)	\$ (16,580.00)	A	
61	A28	Delete decorative trusses at Building L	\$ (10,266.00)	\$ (10,266.00)	A	
STRUCTURAL						
95	S1	Utilize a PEMB at Building E in lieu of Designed Structure	\$ (10,486.00)	\$ (10,486.00)	A	
96	S2	Utilize a PEMB at Building F in lieu of Designed Structure	\$ (81,451.00)	\$ (81,451.00)	A	
97	S3	Utilize a PEMB at Building L in lieu of Designed Structure	\$ (213,060.00)	\$ (213,060.00)	A	
CIVIL/HARDSCAPE/LANDSCAPE						
67	C1	Reduce asphalt trail loop behind the amphitheater	\$ (67,378.00)	\$ (67,378.00)	A	
68	C2	Replace concrete and asphalt paving at the maintenance facility with gravel	\$ (44,655.00)	\$ (44,655.00)	A	
69	C3	Utilize Shaw Momentum 1.75 at brown areas in lieu of TruHop 1.65 at the softball fields	\$ (87,630.00)	\$ (87,630.00)	A	
70	C4	Utilize Shaw GEOFill Topper in lieu of Shaw Hydro Chill Topper for the cooling topper at the softball fields	\$ (201,511.00)	\$ (201,511.00)	A	
71	C5	Utilize Shaw NXTPlay Pad in lieu of Schmitz ProPlay-Sport 20 underlayment pad at the softball fields	\$ (117,409.00)	\$ (117,409.00)	A	
73	C7	Remove one (1) batting cage and all amenities from the softball complex	\$ (102,743.00)	\$ (102,743.00)	A	
74	C8	Remove Knee wall backstop at the softball fields	\$ (47,140.00)	\$ (47,140.00)	A	

79	C13	Delete Roundabout Signage	\$ (92,435.00)	\$ (92,435.00)	A	
80	C14	Delete storage bins at the maintenance building (Building J)	\$ (18,198.00)	\$ (18,198.00)	A	
81	C15	Reduce the dumpster enclosure at the amphitheater from a double to a single	\$ (11,028.00)	\$ (11,028.00)	A	
82	C16	Delete downspout boots and underground piping at Building A	\$ (22,365.00)	\$ (22,365.00)	A	
83	C17	Delete downspout boots and underground piping at Building B	\$ (4,900.00)	\$ (4,900.00)	A	
84	C18	Delete downspout boots and underground piping at Building C	\$ (16,170.00)	\$ (16,170.00)	A	
85	C19	Delete downspout boots and underground piping at Building E	\$ (5,810.00)	\$ (5,810.00)	A	
86	C20	Delete downspout boots and underground piping at Building F	\$ (12,145.00)	\$ (12,145.00)	A	
87	C21	Delete downspout boots and underground piping at Building G	\$ (16,695.00)	\$ (16,695.00)	A	
88	C22	Delete downspout boots and underground piping at Building J	\$ (13,825.00)	\$ (13,825.00)	A	
89	C23	Delete downspout boots and underground piping at Building K	\$ (2,310.00)	\$ (2,310.00)	A	
90	C24	Delete downspout boots and underground piping at Building L	\$ (19,180.00)	\$ (19,180.00)	A	
91	C25	Reduce concrete sidewalk sizing at the Amphitheater by 25% (+/- 11,783 SF)	\$ (99,838.00)	\$ (99,838.00)	A	
92	C26	Reduce concrete sidewalk sizing at the Playground by 25% (+/- 2,013 SF)	\$ (17,385.00)	\$ (17,385.00)	A	
93	C27	Reduce concrete sidewalk sizing at the Splashpad by 25% (+/- 496 SF)	\$ (4,218.00)	\$ (4,218.00)	A	
94	C28	Reduce concrete sidewalk sizing at the Community Center by 25% (+/- 2,026 SF)	\$ (17,765.00)	\$ (17,765.00)	A	
95	C29	Reduce concrete sidewalk sizing at the Softball Complex by 10% (+/- 3,836 SF)	\$ (31,869.00)	\$ (31,869.00)	A	
96	C30	Reduce concrete sidewalk sizing at the Trail Network by 25% (+/- 8,547 SF)	\$ (77,976.00)	\$ (77,976.00)	A	
99	C33	Utilize alternate water line material - 2 1/2" PVC in lieu of 2 1/2" Copper	\$ (9,078.00)	\$ (9,078.00)	A	
100	C34	Utilize alternate water line material - 2" PVC in lieu of 2" Copper	\$ (22,603.00)	\$ (22,603.00)	A	
101	C35	Utilize alternate water line material - 1" PVC in lieu of 1" Copper	\$ (10,179.00)	\$ (10,179.00)	A	
104	C38	Utilize light duty paving detail at parking spaces (+/- 13,500 SY) - 2" of 19mm Binder, 1" of 9.5mm Surface course	\$ (95,131.00)	\$ (95,131.00)	A	
105	C39	Utilize heavy duty asphalt paving at amphitheater truck loop in lieu of concrete paving	\$ (101,124.00)	\$ (101,124.00)	A	
106	C40	Utilize standard concrete in lieu of stamped at the the Large Pavilion	\$ (48,460.00)	\$ (48,460.00)	A	
107	C41	Utilize chain link fencing in lieu of ornamental fencing at the Amphitheater	\$ (72,380.00)	\$ (72,380.00)	A	
108	C42	Utilize chain link fencing in lieu of ornamental fencing at the Playground	\$ (17,300.00)	\$ (17,300.00)	A	
109	C43	Utilize chain link fencing in lieu of ornamental fencing at the Splashpad	\$ (14,370.00)	\$ (14,370.00)	A	
110	C44	Remove irrigation booster pumps from base bid (to be a part of the dedicated allowance)	\$ (78,587.00)	\$ (78,587.00)	A	
111	C45	Remove bioretention plantings and soils	\$ (208,961.00)	\$ (208,961.00)	A	
112	C46	Reduction in Storm System	\$ (817,532.00)	\$ (817,532.00)	A	
113	C47	Remove grading and stabilization of the Walnut Grove Connector from scope of work	\$ (50,000.00)	\$ (50,000.00)	A	
117	C51	Landscaping Target Reduction	\$ (207,850.00)	\$ (207,850.00)	A	
118	C52	Site Electrical Infrastructure/Lighting & Controls Reduction	\$ (237,900.00)	\$ (237,900.00)	A	
119	C53	Delete Well Water allowance for Irrigation and tie irrigation into Waterline	\$ (400,000.00)	\$ (400,000.00)	A	
120	C54	Add Irrigation to all sodded areas	\$ 250,000.00	\$ 250,000.00	A	
121	C55	Add Athletic Lighting	\$ 1,265,000.00	\$ 1,265,000.00	A	
122	C56	Reduce Rock and Unsuitable Soils Unit Price Quantities	\$ (615,350.00)	\$ (615,350.00)	A	
123	C57	Delete Water Service Connections Fees Allowance	\$ (75,000.00)	\$ (75,000.00)	A	
124	C58	Additional Preconstruction/Buyout Savings Reduction	\$ (1,175,585.00)	\$ (1,175,585.00)	A	
125	C59	Additional CCTV Funds	\$ 162,500.00	\$ 162,500.00	A	
126	C60	Additional Low Voltage / AV Funds	\$ 100,000.00	\$ 100,000.00	A	
127	C61	Add Six Pickle Ball Courts including fencing and lights	\$ 295,000.00	\$ 295,000.00	A	
129	C63	Soil Cement in lieu of GAB	\$ (258,974.00)	\$ (258,974.00)	A	

Item 7.1.

130	C64	Walton County Run Main Water Line (+/- 3,115 LF), Branch Lines by RY	\$ (408,065.00)	\$ (408,065.00)	A	
131	C65	Utilize MUSCO site lighting in lieu of SESCO	\$ (228,576.00)	\$ (228,576.00)	A	
132	C66	Site Lighting - Provide 480V with step transformer	\$ (185,750.00)	\$ (185,750.00)	A	
133	C67	Large Wood Pavillion to Pre-Manufactured Steel Pavillion	\$ (26,225.00)	\$ (26,225.00)	A	
134	C68	Walton EMC Provide Site Lighting including transformers and wiring	\$ (380,575.00)	\$ (380,575.00)	A	

TOTAL ACCEPTED
\$ (11,717,269.00)



**Construction Phase Project Management Services –
Walton County Georgia – Walnut Grove Park
March 05, 2024**

BETWEEN: **Walton County Board of Commissioners**
303 South Hammond Drive, Suite 330
Monroe, GA 30655
C.O: David G. Thompson, Chairman

Hereinafter referred to as the **Walton County or Owner.**

AND: **ASCENSION Program Management, LLC.**
2990 Summit Lane
Monroe, Georgia 30655
C.O: Thomas J. “Jeff” Prine, CEO/President

Hereinafter referred to as **APM**

FOR: Walton County Georgia – Walnut Grove Park – Construction Phase - Project Management Services

Hereinafter referred to as the Project.

PROJECT UNDERSTANDING

Walton County, Georgia wishes to develop a new Park, (Walnut Grove Park) located at intersection of HWY 81 and Anglin road. The park is to include Active Recreational Facilities such as Softball Fields, Amphitheater, Community Center, and various support elements. Walton County needs assistance in APM providing Project Management Services.

Our roles include:

- 1. **ASCENSION PM** – Point of Contact for Client and service provider.

ASSUMPTIONS The fees are predicated on the following conditions:

- 1. Total Duration of APM Construction Phase Services is modified to include up to a 20 Month Construction period between March 2024 up to October 2025.

Walton County Georgia – Walnut Grove Park – Construction Phase - Project Management Services

March 05, 2024

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SCOPE OF BASIC SERVICES: APM’s Scope of Basic Services indicated as follows:

TASK 6.0 - PROJECT CONSTRUCTION PHASE MANAGEMENT: as divided into Two Sub-Tasks:

- 1. Administration of the Projects.
- 2. Project Completion / Close-out Services.

SUB-TASK 6.1 - ADMINISTRATION OF THE PROJECTS.

APM will provide contract administration as an agent and representative of the Owner and to establish and implement coordination procedures between the Owner, Design Consultant and General Contractor.

- 6.1.2 CONTRACT ADMINISTRATION.** APM will administer the contract as provided in the General, Supplementary and Special Conditions of the contract for construction.
- 6.1.3 SUBMITTAL PROCEDURES.** APM will establish and implement procedures for submittals, change orders, payment requests and other procedures; and maintain logs, files, and other necessary documentation. As the Owner's representative, APM will be the party through which change orders, payment requests, submittals and information will be processed from General Contractor to the Owner and/or Owner to the General Contractor .
- 6.1.4 JOB SITE MEETINGS.** APM will conduct Bi-Monthly job-site progress meetings with the General Contractor , conduct an overall coordination meeting with all team members, and will oversee the recording, transcribing, and distribution of minutes by the General Contractor to all attendees, the Owner, and all other appropriate parties.
- 6.1.5 COORDINATION OF TECHNICAL SPECIAL INSPECTIONS AND TESTING.** APM will coordinate the technical special inspections and testing provided by the Owner’s Material Testing Company and / or by the General Contractor as part of their contract administration if so established. All technical special inspection reports will be in a format approved by APM and will be received by the APM and General Contractor on a regular basis.
- 6.1.6 CONSTRUCTION OBSERVATION.** APM will make reasonable efforts to observe the progress of the Work and advise the Owner of any deviations, defects or deficiencies observed in the Work.
 - APM's observation duties shall include reasonable diligence to discover work that is not in compliance with the Contract Documents.
 - These observations will not, however, cause APM to be responsible for those duties and responsibilities which belong to the General Contractor, and which include, but are not limited to, the Design Consultant ’s obligation to produce clear, accurate drawings and specifications and the responsibilities for the techniques and sequences of construction and safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
 - As outlined within this agreement, APM will provide periodic on-site inspection services.

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- 6.1.7 NON-CONFORMING WORK.** APM will, in conjunction with the Design Consultant , make recommendations for corrective action on observed nonconforming work. APM will make recommendations to the Owner and General Contractor in instances where APM observes work that, in its opinion, is defective or not in conformance with the Contract Documents.

- 6.1.8 EXERCISE OF CONTRACT PREROGATIVES.** When appropriate, APM will advise the Owner of any recommendations for exercising contract prerogatives, such as giving the General Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to General Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.

- 6.1.9 PROJECT/CONSTRUCTION SCHEDULE.** Upon the execution of the Construction Contract by Walton County to the successful General Contractor, APM will review the General Contractor's development of its detailed project/construction schedule within the framework of the submitted Preliminary Provisional Network.

 - Using the critical path method, this schedule will have no activity duration greater than 14 calendar days and will be the contractual schedule by which the construction will be sequenced and will be the basis for measuring progress of the construction.
 - APM will receive the detailed Schedule from the General Contractor and distribute it to the Owner and other appropriate parties.

- 6.1.10 SCHEDULE OF VALUES.** APM will review and coordinate the General Contractor’s reconciling of the Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data and will initialize the progress payment schedule for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

- 6.1.11 CONSTRUCTION PROGRESS REVIEW.** APM will review the progress of construction with the General Contractor, observe work in place and properly stored materials on a monthly basis, and evaluate the percentage complete of each construction activity as indicated in the construction schedule.

 - This review will reflect the General Contractor's contractual progress and be the basis for the monthly progress payment to the General Contractor.
 - This review will indicate to the Owner when notices to the Design Consultant for acceleration of the Work and Owner prerogatives are appropriate.

- 6.1.12 MONTHLY CONSTRUCTION SCHEDULE UPDATES.** APM will review the monthly construction schedule updates prepared by the General Contractor. After an evaluation of the actual progress as observed by APM; schedule activities will then be assigned percentage-complete values in conjunction with the General Contractor.

 - The review will reflect actual progress as compared to schedule progress noting variances (if any) as negative float.
 - This review will also be the basis for determining the implementation of certain Owner prerogatives concerning the progress of the Project, when required.

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- 6.1.13 MONTHLY GENERAL CONTRACTOR 'S PAYMENT.** APM will coordinate with the General Contractor a review of the monthly payment request and make recommendations pertaining to payment to each.

 - This activity will be an integral part of the monthly progress review updates. However, if it should later be found that a General Contractor has failed to comply with the provisions of its contract with the Owner in any way or detail, such failures and subsequent compliance will be the sole responsibility of the General Contractor.
 - By issuing a Certificate for Payment and by processing applications for payment, the APM shall not be deemed to represent that it has made any examination to ascertain how and for what purpose the General Contractor has used the previous monies paid on account of the construction contract sum.

- 6.1.14 RECOVERY SCHEDULE.** APM shall enforce the Supplementary and Special Conditions of the Contract where it pertains to the development of a Recovery Schedule by the General Contractor.

 - This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the General Contractor to recapture the lost time and complete the Work in accordance with the Completion Dates.
 - This Recovery Schedule will be distributed from the General Contractor to APM, the Owner and other appropriate parties.

- 6.1.15 CHANGE ORDER PROCESSING SYSTEM.** APM will establish and implement a Change Order processing system as set forth in the requirements of the Construction Contract.

 - All requests for proposals will first be set forth in a letter by the Design Consultant outlining in detail the change and accompanied by technical drawings and specifications if necessary.
 - The request for proposal will be transmitted to the General Contractor and a detailed breakdown of cost and time extension requested will be returned to APM from the General Contractor for evaluation.
 - APM will make recommendations to the Owner prior to execution of change orders.
 - All change orders and requests for proposals will be tracked in the General Contractor's COP log, which will be the basis for the Change Order report to the Owner. All Change Orders will be approved and executed following Walton County procedures.

- 6.1.16 EVALUATE PROPOSAL COST.** APM, along with the Design Consultant, will evaluate the General Contractor 's Change Order Proposal (COP) cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.

- 6.1.17 NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** APM will negotiate change order costs and time extensions on behalf of the Owner when appropriate. APM will advise the Owner of acceptability of price and time extension prior to the execution of any change order.

- 6.1.18 FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner, APM will review the daily force account records provided by the General Contractor or Owner to determine the actual worth and time required for the work.

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6.1.19 EQUIPMENT INSTRUCTION MANUALS. Unless otherwise directed by Walton County, APM will be the recipient of all written material such as operations and maintenance manuals, warranties and guarantees for all equipment installed in the Project.

6.1.20 AS-BUILT DOCUMENTS. APM will perform coordination and expediting functions in connection with the General Contractor’s obligation to provide "as-built" documents.

6.1.21 TRAINING SESSIONS. APM will coordinate with the General Contractor to schedule training sessions for the Owner’s maintenance and operational personnel and will ensure that the General Contractor’s obligation in providing this training is fulfilled.

6.1.22 SUBSTANTIAL COMPLETION. Upon the General Contractor’s request, APM, along with the Design Consultant, will determine the remaining work necessary for Substantial Completion and notify the General Contractor and Owner of any observed deficiencies. When incomplete work or defective work has been remedied, APM will advise the Owner of acceptability of Project completeness and request the General Contractor to prepare a Certificate of Substantial Completion for the Owner’s consideration. In the event of remaining incomplete items, the APM will, upon the Owner’s concurrence, issue Certificate of Substantial Completion with exceptions noted. A certificate of substantial completion shall not be issued without the concurrence of the Owner.

6.1.23 FINAL COMPLETION. APM will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Projects, make a report to the Owner which will indicate whether APM will find the work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the General Contractor.

SUB-TASK 2 - PROJECT COMPLETION / CLOSE OUT ACTIVITIES / SERVICES:

6.2.1 OCCUPANCY PERMIT. APM will coordinate with the Design Consultant and General Contractor in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in Special Inspections testing and other necessary and reasonable activities.

6.2.2 ANNUAL WARRANTY INSPECTION. APM along with the Walton County Staff and General Contractor will conduct a 1 Year Annual Warranty Inspection, at or near the anniversary of Substantial Completion. Items found defective will be added to a list and the General Contractor found responsible for their repair or replacement.

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COMPENSATION

APM proposes to provide the above Scope of Services on a **Cost Not to Exceed** Basis as below:

TASK: _____ **Fee:** _____

TASK 6.0 – Project Construction Phase Management.

Schedule (March 2024 – August 2025) =
20 months =

\$140,400.00

NOTE: Notwithstanding the foregoing fee calculation and the 20-month construction schedule, APM shall provide the project management services provided for herein for the fee listed under Compensation above. To the extent the project’s construction schedule exceeds the 20-months, APM will bill their time hourly using the hourly rates below until the project is completed.

For any additional services approved by the Owner, the following 2024 hourly rates will apply:

Sr. Project Manager	\$140.00 MH
Project Manager	\$135.00 MH
Project Controls - Estimator	\$160.00 MH
Scheduler	\$165.00 MH

REIMBURSABLE COSTS (Budget)

Reimbursable costs, or expenses incurred in direct relationship to this project, are included as part of the **Cost Not to Exceed Fees**. They include such items as trips to Walton County Facilities for meetings or to the Project Site. They exclude long distance telephone and transmittals, printing, postage, and courier services.

Any Reimbursable scope not identified above is not included within the Cost Not to Exceed Fees listed above and shall be billed at 1.0 times actual cost incurred.

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Proposed by:

ASCENSION Program Management, LLC.



Thomas J. Prine, CCM, LEED AP
CEO / President

Accepted by:
Walton County Board of Commissioners

Signature

David G. Thompson – Chairman

Date

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TERMS AND CONDITIONS

These terms and conditions and the proposal to which this document is attached shall fully govern any services performed by the APM as Consultant for the Owner and constitutes the "Agreement". "Owner" shall mean the person, firm, corporation, or his designated agent for whom services are to be performed. "Proposal" shall mean the letter, proposal, quotation, or other notification wherein APM offer to furnish services and to which these Terms and Conditions are attached. "Services" shall mean those services described in the Proposal and any other services as may be addressed or performed in connection with this Agreement, consisting of the Proposal and these Terms and Conditions. Contractor shall be that party whom the Owner has engaged for construction services.

SCOPE OF SERVICES DOES NOT INCLUDE DESIGN SERVICES:

The work performed by APM shall not be construed as design services. APM will perform Project Management services for said project.

RIGHT OF ENTRY: APM will coordinate entry with Walton County Staff. APM will take reasonable precautions to minimize damage to the land caused by our equipment, but we have not included in our fee the cost of restoration or damage which may result from our operations. If Owner desires us to restore the land to its former condition, we will comply and add the cost to the fee.

CHANGED CONDITIONS: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to APM are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, APM may call for renegotiations of appropriate portions of this Agreement. APM shall notify the Client of the changed conditions necessitating renegotiations, and APM and the Client shall promptly and in good faith enter into renegotiations of this Agreement. In establishing fees for any additional services to be performed, APM shall utilize the same fee schedule already agreed upon.

If during the execution of the work we are required to: 1) perform other services; 2) make revisions in drawings, specifications, or other documents when such revisions are inconsistent with approvals or instructions received in previous submittal phases; 3) make revisions as a result of changes in the scope of work including but not limited to such things as requests by the owner, requirements of third parties or changes in schedule; or, 4) making revisions, including revisions made necessary by any adjustments in the program or project budget; additional charges will be applicable at mutually agreed upon rates.

INFORMAL DOCUMENTS: From time-to-time APM may provide the Owner with preliminary working drawings, sketches, opinions of probable cost, draft specifications, etc. These documents may or may not be labeled "Preliminary". The Owner should not under any circumstances use this information as if it were final. Preliminary documents have not been reviewed and may change substantially prior to final submittal.

SITE SAFETY: APM will make visits to the job site to observe the progress of the work and to observe whether it is, in general, being performed in accordance with the plans. APM shall not be responsible for safety in or about the job site; shall not be in control of the safety or adequacy of any equipment, building component, scaffolding, excavation, forms, or other work aids; and shall not be responsible for superintending the work. APM shall not have the authority or a duty to stop the work. The Owner agrees that the Owner, APM and APM's consultants shall be indemnified and shall be made additional insured under the Contractor's general liability insurance policy.

STANDARD OF CARE: In providing services under this Agreement, APM will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

DELAYS: APM is not responsible for delays caused by factors beyond APM's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Owner to furnish timely information or approve or disapprove of APM's services or work product promptly, or delays caused by faulty performance of the Owner or by contractors of any level. When such delays beyond APM's reasonable control occur, the Owner agrees APM is not responsible for damages, nor deemed to be in default of this Agreement, and shall be entitled to an equitable adjustment of time and fees.

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OWNER DISCLOSURE: Owner agrees to advise APM prior to execution of this Agreement of any hazardous substances or any condition, known or that should be known by Owner existing in, on, or near the site that presents a potential danger to human health, the environment, or equipment. Owner agrees to provide continuing information as it becomes available to the Owner in the future. By entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or any person in charge of the site, or undertake responsibility for reporting to any Federal, State, or local public agencies any conditions of the site that may present a potential danger to public health, safety, or the environment. The owner agrees to notify the appropriate Federal, State, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment.

INSURANCE: APM shall at his own expense, carry and maintain the following insurance:

- a. Worker's Compensation \$1,000,000
- b. General Liability
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000

PAYMENT: Unless otherwise agreed and noted herein, invoices will be rendered bi-monthly for the estimated percentage of the services completed. APM will invoice for its services during each period. Payment is due upon receipt of the invoice. If payment is not received within thirty (30) days from the invoice date, Owner agrees to pay a service charge on the past due amount at the rate of one and one-half percent (1.5%) per month. If the Owner fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall cause termination by APM. The Owner agrees to bear the cost of all collection efforts associated with unpaid invoices including, but not limited to the reasonable value of APM's time, attorney's fees, expenses, and court costs. The Owner agrees that he will not hold APM responsible for any damages associated with suspension or termination of services due to non-payment of invoices.

LIMITATION OF LIABILITY

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of APM to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty (express or implied) of APM, shall not exceed the total fees paid by the Client to APM for services under this Agreement. The limitation of liability provided for herein shall not be applicable to claims, losses, costs, or damages arising or resulting from APM's gross negligence or intentional misconduct.

PROMPT NOTICE

Client will give prompt written notice to APM whenever Client observes or becomes aware of any development that affects the scope or timing of APM's Scope of Services.

FURNISHED DATA

Client will provide APM with all data and information regarding Client's requirements for the Project in its possession, including, but not limited to, previous reports, maps, surveys, and all other information relating to APM's Scope of Services on the Project. APM shall be entitled to rely upon the accuracy, timeliness and completeness of the information provided by Client

FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, which may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

DISPUTE RESOLUTION: The parties agree to attempt to resolve any dispute without resorting to litigation through the use of direct negotiations or mediation. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation

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administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure.

SEVERABILITY: In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

INTEGRATION: This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel and is satisfied.

SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Owner and APM shall survive the completion of the services and the termination of this Agreement.

TERMINATION/CANCELLATION

This Agreement may be terminated by the Client for convenience after seven (7) days written notice to APM. In the event of such termination, APM shall be compensated for services performed and necessary expenses incurred to the date of termination.

Either party may terminate this Agreement hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the terms hereof through no fault of the terminating party. In the event of such a termination, APM shall be paid its compensation for services performed consistent with this Agreement and the applicable standard of care and necessary expenses incurred therewith prior to the date of termination.

COMPLIANCE WITH THE LAW. APM shall promptly notify Owner if APM becomes aware that the design or construction of the Project violates any provision of law including, without limitation, the Americans with Disabilities Act.

GOVERNING LAW: All claims, disputes or controversies, or other matters in question arising out of or relating to the project or to performance of this Agreement shall be decided under the laws of the State of Georgia.



Walton County Public Works

1407 South Madison Avenue
Monroe, Georgia 30655
Telephone (770) 267-1350
Fax (770) 267-1310

John Allman
Director of Public Works

Ray Johnson
Asst. Director of Public Works

February 23, 2024

TO: Rhonda Hawk, Purchasing
From: John Allman, Public Works Director
RE: Solid Waste Increases 2024

Mrs. Hawk,

Due to the recent increases in the Waste Disposal Agreement with the City of Monroe, Public Works would like to propose an increase in Walton County Solid Waste fees at the March Board Meeting. We propose that Walton County raises the scale rates at the Walton County Recycling Center from \$65 per ton to \$70 per ton as well as implementing a \$5 minimum disposal fee.

The proposed increase will help offset any cost the county has to pay for solid waste disposal and increased fuel prices for hauling. Implementing a \$5 minimum disposal fee at the scale will help incentivize citizens to utilize the Pay as You Throw Program and help eliminate the high volume of disposal at the scale of smaller household trash.

Please let me know if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads 'John Allman'. The signature is written in a cursive style with a large initial 'J'.

John Allman
Public Works Director



215 N Broad Street
P. O. Box 1249
Monroe, GA 30655
(770) 267-3429

December 13, 2023

RE: Rate Adjustment Notice:

Dear Waste Disposal Customer;

The City of Monroe Transfer Station will be increasing its tipping fees 3% effective February 1, 2024.

- *Please find enclosed new rates approved by City of Monroe council at their December 12th, 2023 meeting.
- *The rate adjustments are due to increases in our transportation and disposal agreements; according to the CPI-U index for Water, Sewer, and Trash Collection at 5.25%.

In addition, mattresses and box springs are prohibited from disposal due to landfill restrictions.

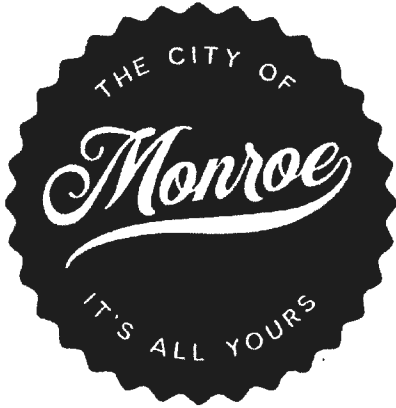
- *If these items are dropped off at our facility, you will be charged at a rate of \$52.62 per Item.

If you should have any questions or need additional information, please contact our office at 770-266-5148 or 770-266-5149, or you may email me at dsmith@monroega.gov.

Sincerely,

Danny P. Smith
Director of Solid Waste

Enclosure



215 N Broad Street
P. O. Box 1249
Monroe, GA 30655
(770) 267-3429

Hauler Rates FY2024

<u>Tonnage:</u>	<u>Current Rate:</u>	<u>New Rate:</u>
0 to 50 tons / month	\$67.65/ton	\$69.68/ton
51 to 300 tons / month	\$65.01/ton	\$66.96/ton
301 to 500 tons / month	\$63.24/ton	\$65.14/ton
501 to 1000 tons / month	\$61.46/ton	\$63.30/ton
Over 1,000 tons / month	\$59.67/ton	\$61.46/ton

Note: 3% Increase.



Walton County Board of Commissioners Facilities/Risk Mgmt. Dept.

303 South Hammond Dr.
Suite 97
Monroe, GA 30655
(770) 267-1401

TO: Rhonda Hawk County Clerk / Purchasing Director

FROM: Hank Shirley

Date: February 21, 2024

RE: Walton County Government Building Surveillance System

Ms. Hawk,

In accordance with the Walton Country Purchasing Policy, We have advertised a Request for Proposal to provide replacement of the Walton County Government Building Surveillance System.

This proposal is to furnish and install a complete stand-alone Hanwha Wisent Wave security camera system located at 303 South Hammond Dr, Monroe, Ga.

The Facilities Department has reviewed all the acceptable proposals and has determined that the proposal provided by Atlanta Access Control INC. best meets the RFP requirements. The Facilities Department has verified their experience and qualifications to our satisfaction.

It is my recommendation that the Board of Commissioners accept the proposal of Atlanta Access Control INC. in the amount of \$229,104.63

Hank Shirley, Director
Facilities/Risk Mgmt. Dept.

From: Brown, Beth

Sent: Thursday, February 15, 2024 3:03 PM

To: Brown, Beth <BBrown@ACCG.org>

Subject: Georgia Opioid Settlement - Next Steps for Participating Local Governments

Good afternoon!

The State of Georgia entered a Settlement Agreement with manufacturers and distributors of opioids that will bring payments of \$638 million to Georgia over 18 years. Department of Behavioral Health & Developmental Disabilities Commissioner Kevin Tanner is the Trustee of these funds. The State's share of the settlement funds is 75% (\$479 million) and will be put into a state-administered trust. Forty percent of the State's share of funds (\$191.6 million) must be spent on a regional basis. Commissioner Tanner asked the Association County Commissioners of Georgia (ACCG) to coordinate the role that Participating Local Governments will play with respect to the distribution of these regional funds.

The Memorandum of Understanding between the State of Georgia and Participating Local Governments requires the creation of the Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Councils (RACs), which will help to direct regional funding allocations. Three GOSAC members, representing local interests, and the RAC members for each region must be approved by the Participating Local Governments, which are defined as the litigating and non-litigating parties listed in the nationwide settlement agreements. Your organization is considered a Participating Local Government, and is hereby being notified of the pending process to form the RACs.

Following are important next steps for Participating Local Governments:

1. **PROCESS OVERVIEW:** If you missed today's webinar that outlined the process for approving the GOSAC and RAC members, you can [watch it by clicking here](#). If it asks for a passcode, enter: S7%r5rWB

The presentation from the webinar also is attached.

2. **VOTING DELEGATE FORM:** Please complete and return the attached voting delegate form by **March 15, 2024** to Beth Brown at bbrown@accg.org. Be sure to check the date for the regional meeting in your area to ensure your voting delegate can be present in person to vote on behalf of your Participating Local Government. The regional map is located on the second page of the voting delegate form. Additional information on the regional meetings will be provided to the voting delegates closer to the meeting dates.

Regional Meetings:

Region 1

March 21 @ 10 a.m.

Dawson County Government Center/Courthouse
BOC Assembly Room (2nd Floor)
25 Justice Way
Dawsonville, GA 30534

Region 2

March 25 @ 2 p.m.

Greene County Administration Building
1034 Silver Drive
Greensboro, GA 30642

Region 3

March 20 @ 10 a.m.

Rockdale County CE Steele Community Center
1040 Oakland Avenue
Conyers, GA 30012

Region 4

March 26 @ 2 p.m.

Colquitt County Administration Building
101 East Central Avenue
Moultrie, GA 31678

Region 5

March 26 @ 10 a.m.

Appling County Courthouse Annex
BOC Meeting Room (2nd Floor)
69 Tippins Street
Baxley, GA 31513

Region 6

March 27 @ 10 a.m.

Harris County Library
7511 SR 116
Hamilton, GA 31811

If you have any questions, please reach out to me. My contact information is listed below.

Beth Brown
Director of Administration & Operations
Mobile: (770) 262-5092
Email: bbrown@accg.org

Georgia's County Association



Advancing Georgia's Counties.

191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



201 Pryor Street, SW • Atlanta, GA 30303

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

TO: Participating Local Governments to Georgia’s Opioid Distributor Settlement, including Cities, Counties, Sheriffs, Community Service Boards, Hospitals and Hospital Authorities, Etc.

FROM: Dave Wills, ACCG Executive Director & Larry Hanson, GMA Executive Director

DATE: February 15, 2024

SUBJECT: Identification of Voting Delegate for Consideration of Three Statewide Georgia Opioid Settlement Advisory Commission Members (GOSAC) and Regional Advisory Council (RAC) Members

The Memorandum of Understanding between the State of Georgia and Participating Local Governments as part of Georgia’s participation in the national Opioid Distributor and Janssen Settlements requires the creation of the Georgia Opioid Settlement Advisory Commission (GOSAC) and Regional Advisory Councils (RACs) to assess grant applications and recommend funding for the regional portion of the opioid settlement funds. As part of the settlement, Participating Local Governments are required to vote on three GOSAC representatives and the RAC members for their respective regions.

Each Participating Local Government will receive one vote as part of this process. This vote will be held at regional, in-person meetings (see the attached list), and the voting delegate must be present to cast his or her vote on behalf of the Participating Local Government. The slate will be approved if the majority of the voting delegates present vote in favor of it. Additional information on the regional meetings will be emailed to the voting delegates.

Please complete and return this form no later than **March 15, 2024** to ACCG Administration & Operations Director Beth Brown at bbrown@accg.org as a scanned email attachment or photo. If you choose to send it as a photo, please make sure the information provided below is clear and easy to read. Your prompt attention to this matter is greatly appreciated.

PARTICIPATING LOCAL GOVERNMENT VOTING DELEGATE FOR GOSAC AND RAC SLATE CONSIDERATION

_____	_____
Name	Title
_____	_____
Participating Local Government	Email

Date	

For questions or additional information, please contact Beth Brown at bbrown@accg.org or 770-262-5092.



Advancing Georgia's Counties.

191 Peachtree Street NE, Suite 700 • Atlanta, GA 30303



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ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA & GEORGIA MUNICIPAL ASSOCIATION

REGIONAL MEETINGS

Region 1

March 21 @ 10 a.m.

Dawson County Government Center/Courthouse
 BOC Assembly Room (2nd Floor)
 25 Justice Way
 Dawsonville, GA 30534

Region 2

March 25 @ 2 p.m.

Greene County Administration Building
 1034 Silver Drive
 Greensboro, GA 30642

Region 3

March 20 @ 10 a.m.

Rockdale County CE Steele Community Center
 1040 Oakland Avenue
 Conyers, GA 30012

Region 4

March 26 @ 2 p.m.

Colquitt County Administration Building
 101 East Central Avenue
 Moultrie, GA 31678

Region 5

March 26 @ 10 a.m.

Appling County Courthouse Annex
 BOC Meeting Room (2nd Floor)
 69 Tippins Street
 Baxley, GA 31513

Region 6

March 27 @ 10 a.m.

Harris County Library
 7511 SR 116
 Hamilton, GA 31811

