

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, APRIL 11, 2023

PRESENT: CHAIRMAN PETE STEPHENS, VICE CHAIRMAN DENNIS BRINSON, COMMISSIONERS, BOBBY BARBER, JR, RUSTY DAVIS, STEVE BROCK AND GEORGE ANDERSON, COUNTY ADMINISTRATOR ALAN THOMAS, COUNTY ATTORNEY BRUCE KIRBO, AND COUNTY CLERK MICHELLE WEST.

INVOCATION AND THE PLEDGE OF ALLEGIANCE

Chairman Stephens called the regular meeting to order at 9:00 a.m. After the call to order County Attorney Kirbo gave the invocation and all those assembled pledged allegiance to the flag of the United States of America.

APPROVAL OF AGENDA

Commissioner Davis made a motion to approve the agenda, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held March 28, 2023, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

PUBLIC HEARING – ABANDONMENT OF HANDVILLE ROAD

Commissioner Davis made a motion to enter into the Public Hearing. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Chairman Stephens stated the Public Hearing is to discuss the abandonment of Handville Road and asked if any member of the Board or anyone in the audience had any questions or comments. There was no questions or comments from the audience. Commissioner Barber asked if the property would go back to the owner. County Attorney Kirbo stated this would be considered surplus property and sold by private bid due to the property being considered unmarketable property.

Commissioner Davis made a motion to enter back into Regular Session. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval to Abandon/Dispose Handville Road. Commissioner Barber made a motion to abandon and dispose of Handville Road. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

County Attorney Kirbo stated the land is considered unmarketable and there was only one land owner on both sides of the road. County Attorney Kirbo has received a bid from the land owner, Terry Phillips, in the amount of \$1,000 for the approximately 0.6 acre property and it's a long narrow strip. County Attorney Kirbo is recommending the Board approve the bid from Terry Phillips due to there be no other land owners on the road. Commissioner Barber made a motion to accept the bid from Terry Phillips. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

River Walk Update – Roy Oliver. Chairman Stephens recognized the Assistant City Manager Roy Oliver who stated he wanted to update the Board on the Riverfront Project the City has been working on for a while. Assistant City Manager Oliver stated the vision of this project is to connect citizens and visitor to the Flint by showcasing the connection of the river and downtown. The framework around the vision is to create a continuous park corridor, create a portal to the river from downtown and to enhance visibility and access to downtown. The River Project will also include plenty of parking spaces, shade pavilion, event lawn, riverwalk and a water splash pad for the kids.

Assistant City Manager Oliver is requesting from the Board to utilize County's parking lot off of Florida Street with Crawford Street on the other side where you can see the Courthouse. The city is requesting to bring the Riverwalk through the north side of the parking lot. Assistant City Manager Oliver stated the city would strip the asphalt off of the current parking lot and put in a new parking lot with twenty-one parking spaces which would include brick pavers for the Riverwalk.

Assistant City Manager Oliver is also requesting to add a metal archway with brick columns on the sidewalk behind the courthouse on West Street. This metal archway would have Riverwalk on top of it and it would be the connection of Willis Park to the river. Assistant City Manager Oliver stated the projected completion date for Chason Park is July 2023.

County Attorney Kirbo stated that an intergovernmental agreement will need to be prepared. Commissioner Barber made a suggestion for Assistant City Manager Oliver, County Administrator Thomas and County Attorney Kirbo to get together and prepare a satisfactory intergovernmental agreement to present to the Board for approval. Commissioner Brock made a motion for a memorandum of understanding to be prepared. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Construction Contract Approval – Philyaw Subdivision. Chairman Stephens recognized County Administrator Thomas who stated the Board had previously approved a contract for the CDBG Project Philyaw Subdivision, but due to a technicality the project had to be rebid. Included in the Commissioners' packet is the bid tab sheet from Watkins and Associates where the project was re-advertised and two bidders bid on the project whereas last time we only had one bidder. The lowest bidder was HTS Construction, Inc in the amount of \$760,470.30 and Watkins and Associates are recommending approval of the contract by the Board. County Administrator Thomas is also recommending approval for the contract by the Board and for the Chairman to sign this contract and the notice of award to get this project moving forward. Vice Chairman Brinson made a motion to approve the contract and for the Chairman to sign the notice of award, a copy of which is attached. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider Resolution – U.S. Army Corps of Engineers. Chairman Stephens recognized County Administrator Thomas who stated Philip Clayton with TriRivers Waterways was present at a previous meeting and made a presentation about the locks and dams on the ACF. Commissioner Brock went to a Regional Commission meeting and found there was a resolution that encouraged our congressional delegation to work with the Corps of Engineers to make repairs and to receive fundings for the ACF basin repairs. County Administrator Thomas stated a copy of the resolution is included in the Commissioners' packet and is recommending approval by the Board. Commissioner Davis made a motion to approve the resolution, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

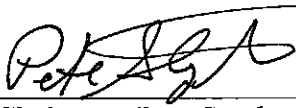
Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommended that the Board approve the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Vice Chairman Brinson made a motion to approve the Errors and Releases. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

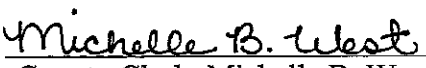
COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming.

ADJOURN

There being no further business, the meeting, on motion by Vice Chairman Brinson, was duly adjourned. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West





WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS

March 29, 2023

Mr. Pete Stephens, Chairman
Decatur Co. Board of Commissioners
203 West Broughton Street
Bainbridge, GA 39817

Re: Decatur County, Georgia
FY 2021 CDBG for Flooding, Street and Drainage
System Improvements to serve the Philyaw Subdivision
W&A Project No.: W0405-022-02

Dear Mr. Stephens:

As you are aware, bids were received and opened for the project titled "*FY 2021 CDBG for Flooding, Street and Drainage System Improvements to serve the Philyaw Subdivision*" on March 28, 2023. A total of two (2) bids were opened. HTS Construction, Inc., with a base bid of \$760,470.30 was determined to be the apparent low bidder.

After reviewing the bids received, Watkins & Associates, LLC recommends that the Decatur County Board of Commissioners enter into an agreement with HTS Construction, Inc., to construct the project "*FY 2021 CDBG for Flooding, Street and Drainage System Improvements to serve the Philyaw Subdivision*" in the amount of \$760,470.30.

I have enclosed four (4) copies of the Bid Tabulation for your use and review. Please note that the Bid Tabulation reflects all bids received. I have also enclosed four (4) copies of the *Notice of Award* and *Contract Agreement*. If in agreement, please have all four copies of each section executed and returned to me as soon as possible. We will then forward it to the Contractor for their signature and will request Payment and Performance Bonds.

Please contact me if you should have any questions or need additional information.

Sincerely,
WATKINS & ASSOCIATES, LLC

Stacy Watkins, P.E.

Enclosures: (4) Notice of Award
(4) Contract Agreement
(4) Bid Tabulation

CC: Project File

BID TABULATION FOR ALL BIDS
 RECEIVED AT:
 DEPUTY COUNTY ADMIN BUILDING
 TUESDAY, MARCH 28, 2023
 11:00 A.M.



WATKINS & ASSOCIATES, L.L.C.
 CONSULTING ENGINEERS
 1808 WHIDDEN MILL ROAD
 TIFTON, GA 31793
 (229) 888-8823

PROJECT:
 DeKalb County Board of Commissioners
 FY 2021 CDIG for Flooding, Street & Drainage System Improvements
 to serve the Philyaw Subdivision
 W&A Project No.: W0405-022-02

HTS Construction, Inc.
 P.O. BOX 7786
 Albany, GA 31708
 Phone: (229) 446-1686
 kcook@htsconstruction.com

Green's Building, Inc.
 2015 County Line Road
 Thomasville, GA 31792
 Ph: (912) 704-2134
 jee@greensbuildinginc.com

BIDDING	DESCRIPTION	QTY	UNIT	AMOUNT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
-	Cash Allowance	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
-	Bonds & Insurance	1	L.S.	\$ 20,455.59	\$ 14,911.18	\$ 14,911.18	\$ 26,000.00	\$ 26,000.00
150-1000	Traffic Control per M.U.T.C.D.	1	L.S.	\$ 18,350.00	\$ 21,700.00	\$ 21,700.00	\$ 15,000.00	\$ 15,000.00
151-1000	Mobilization/Demobilization	1	L.S.	\$ 12,750.00	\$ 7,500.00	\$ 7,500.00	\$ 18,000.00	\$ 18,000.00
Sub-Total: General Requirements:				\$	\$	49,111.18	\$	64,000.00

REQUIREMENTS	DESCRIPTION	QTY	UNIT	AMOUNT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
163-0232	Temporary Grassing, D82	2.55	Ac.	\$ 1,175.00	\$ 1,200.00	\$ 3,060.00	\$ 1,150.00	\$ 2,932.50
163-0240	Temporary Matting, D81 (1.5 ton/acre)	3.9	Ton	\$ 720.00	\$ 550.00	\$ 2,145.00	\$ 890.00	\$ 3,471.00
163-0300	Temporary Construction Exit, Co. Installed, Maintained and Removed	3	Ea.	\$ 1,875.00	\$ 1,500.00	\$ 4,500.00	\$ 2,250.00	\$ 6,750.00
163-0350	Temporary Inlet Sediment Trap, Sd2, Installed, Maintained & Removed	17	Ea.	\$ 237.50	\$ 225.00	\$ 3,825.00	\$ 250.00	\$ 4,250.00
167-1000	NPDHS Stormwater Monitoring as per the GAR 100002 Permit (See Note 1 Below)	6	Mon.	\$ 1,000.00	\$ 1,000.00	\$ 6,000.00	\$ 1,000.00	\$ 6,000.00
163-0329	Baled Straw Erosion Checks, Cd-Hb, Installed, Maintained & Removed	190	L.F.	\$ 12.00	\$ 7.00	\$ 1,330.00	\$ 17.00	\$ 3,230.00
603-2180	Stone Dumped Rip-Rap, Type 3, S1	35	S.Y.	\$ 97.50	\$ 65.00	\$ 2,275.00	\$ 130.00	\$ 4,550.00
603-7000	Plastic Filter Fabric	35	S.Y.	\$ 16.75	\$ 5.50	\$ 192.50	\$ 28.00	\$ 980.00
706-1003	Turf Establishment, Type C, D3	2.55	Ac.	\$ 3,075.00	\$ 4,200.00	\$ 10,710.00	\$ 1,950.00	\$ 4,972.50
Sub-Total: ES&PC Requirements:				\$	\$	34,037.50	\$	37,136.00

REQUIREMENTS	DESCRIPTION	QTY	UNIT	AMOUNT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
210-0100	Grading - Complete (includes Excavation, Borrow, Hauling, Clearing and Grubbing, Grading Ditches to Drain, Reclaiming old Roadbeds, Removing and Disposal of Misc. Roadway Items, Tying to Existing Structures, Etc.)	1	L.S.	\$ 142,167.50	\$ 73,335.00	\$ 73,335.00	\$ 211,000.00	\$ 211,000.00
310-5060	Graded Aggregate Base - 6 inches, Inc. Material	8,066	S.Y.	\$ 16.56	\$ 16.44	\$ 132,605.04	\$ 16.67	\$ 134,460.22
310-5080	Graded Aggregate Base - 8 inches, Inc. Material (GDOT R/W)	339	S.Y.	\$ 22.68	\$ 23.12	\$ 7,857.68	\$ 22.23	\$ 7,535.97
318-3000	Aggregate Surface Course, 4"	40	Ton	\$ 90.00	\$ 75.00	\$ 3,000.00	\$ 105.00	\$ 4,200.00
402-3103	Recycled Asphaltic Concrete 9.5 mm Super Pave, Group 2 Only, Bituminous Materials and Hydrated Lime (65 lbs/s.y.)	662	Ton	\$ 155.00	\$ 160.00	\$ 105,920.00	\$ 150.00	\$ 99,300.00
402-3111	Recycled Asphaltic Concrete 19.5 mm Super Pave, Group 1 or 2 Only, inc. Bituminous Materials and Hydrated Lime (220 lbs/s.y.)	36	Ton	\$ 157.50	\$ 165.00	\$ 5,940.00	\$ 150.00	\$ 5,400.00
402-3121	Recycled Asphaltic Concrete 25 mm Super Pave, Group 1 or 2 Only, inc. Bituminous Materials and Hydrated Lime (330 lbs/s.y.)	54	Ton	\$ 157.50	\$ 165.00	\$ 8,910.00	\$ 150.00	\$ 8,100.00
413-1000	Bituminous Truck Coat (0.05 gal/sy)	32	S.Y.	\$ 20.50	\$ 10.00	\$ 320.00	\$ 31.00	\$ 992.00
441-0016	Concrete Driveway, 6" Thick, GDOT Std. Detail A-1 & GDOT	7	S.Y.	\$ 221.25	\$ 300.00	\$ 2,100.00	\$ 142.50	\$ 997.50
653-2502	Solid Traffic Stripe, 5" Yellow Hi-Build Paint	1.31	L.M.	\$ 4,821.00	\$ 2,250.00	\$ 2,947.50	\$ 7,392.00	\$ 9,683.52
652-5701	Solid Traffic Stripe, 24" White (Stop Bar), Hi-Build Paint	50	L.F.	\$ 11.50	\$ 8.00	\$ 400.00	\$ 15.00	\$ 750.00
Sub-Total: Street Improvements Requirements:				\$	\$	343,315.22	\$	482,419.21



PROJECT:
 DeKalb County Board of Commissioners
 FY 2021 CDBG for Flooding, Street & Drainage System Improvements
 to serve the Philyaw Subdivision
 W&A Project No.: W0406-022-02
STORM DRAINAGE IMPROVEMENTS

ITTS Construction, Inc.
 P.O. BOX 7756
 Albany, GA 31708
 Phone: (229) 446-1686
 Kkoodek@ittsconstructioninc.com

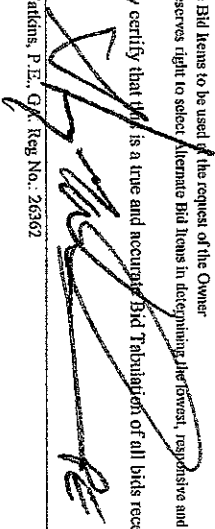
Green's Backhoe, Inc.
 2015 County Line Road
 Thomsville, GA 31792
 Pm (912) 704-2134
 joe@greenbackhoe.com

ITEM NO.	DESCRIPTION	UNIT	AVG UNIT PRICE	UNIT PRICE	UNIT PRICE
530-1180	Storm Drain Pipe, 18" RCP, H-1-10	2,848 L.F.	\$ 63.68	\$ 60.00	\$ 170,880.00
530-1240	Storm Drain Pipe, 24" RCP, H-1-10	67 L.F.	\$ 91.98	\$ 88.00	\$ 5,896.00
530-3524	Safety Bird Section, 24" RC 6:1 Slope	3 Ea.	\$ 5,207.50	\$ 5,000.00	\$ 15,000.00
530-4224	Flared End Section, 18" Concrete	3 Ea.	\$ 1,612.50	\$ 1,575.00	\$ 4,725.00
636-1033	Highway Signs, TP 1 Material, Reflective Sheeting, TP 9	46.8 S.H.	\$ 39.00	\$ 43.00	\$ 2,012.40
636-2020	Galvanized Steel Posts, TP 7 (14"/Ea.)	112 L.F.	\$ 21.38	\$ 17.75	\$ 1,988.00
668-2100	Drop Inlet, Gp 1, (GDOT Std. 1019A, Type A w/Double Grate)	3 Ea.	\$ 5,775.00	\$ 6,235.00	\$ 18,705.00
668-2105	Drop Inlet, Gp 1 Special Design (Similar to Gutter Inlet, Type V, PDOT Std. 425-041 w/ US Foundry 6657 Gutter Inlet Steel Grate Set or approved equal)	14 Ea.	\$ 6,792.50	\$ 8,200.00	\$ 114,800.00
Sub-Total: Storm Drain Improvements Requirements:			\$ 334,006.40	\$ 334,006.40	\$ 315,209.45
Total Construction Costs			\$ 760,470.30	\$ 760,470.30	\$ 898,764.66

ITEM NO.	DESCRIPTION	UNIT	AVG UNIT PRICE	UNIT PRICE	UNIT PRICE
A	Rock Excavation	C.Y.	\$ 300.00	\$ 450.00	\$ 150.00
B	Treatoil Stabilization	C.Y.	\$ 105.00	\$ 125.00	\$ 85.00
C	#57 Stone	Ton	\$ 80.00	\$ 75.00	\$ 85.00
D	Water Service Line Repair, Complete	Ea.	\$ 1,325.00	\$ 1,500.00	\$ 1,150.00
171-0010	Temporary Sediment Barrier Sd1-NS, Installed, Maintained & Removed	L.F.	\$ 6.50	\$ 7.00	\$ 6.00
171-0030	Temporary Sediment Barrier Sd1-S, Installed, Maintained & Removed	L.F.	\$ 8.50	\$ 9.00	\$ 8.00
207-0100	Foundation Backfill Material, Type 2	Tons	\$ 76.50	\$ 125.00	\$ 28.00
303-0126	In let of GAB, install Top Soil Sand Clay Base, 6", Class A, Inc. Material	SY	\$ 17.02	\$ 15.54	\$ 18.50
303-0128	In let of GAB, install Top Soil Sand Clay Base, 8", Class A, Inc. Material (GDOT R/W)	SY	\$ 22.51	\$ 22.02	\$ 23.00
530-1180	Storm Drain Pipe, 18" Aluminum-Coated (Type 2) Corrugated Steel, H-1-10	Ea.	\$ 56.95	\$ 55.00	\$ 58.89
573-2006	UNPDR Pipe Inlet, Drainage Aggr, 6 inch Corrugated Polyethylene Underdrain Pipe	L.F.	\$ 45.50	\$ 38.00	\$ 53.00

Alternate Bid Items to be used if the request of the Owner
 Owner reserves right to select Alternate Bid Items in determining the lowest, responsive and responsible bidder for this project.

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on March 28, 2023


 Stacy Watkins, P.E., G.K. Reg No.: 26362

NOTICE OF AWARD

SECTION 00510

Date of Issuance: _____ Owner's Contract No.: 1 of 1
Owner: Decatur County Board of Commissioners Engineer's Project No.: W0405-022-02
Engineer: Watkins and Associates, LLC
Project: FY 21 CDBG for Flooding, Street and Drainage System Improvements to serve Philyaw Subdivision
Bidder: HTS Construction, Inc.
Bidder's Address: P.O. BOX 7756, Albany, GA 31708

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 28, 2023 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**FY 21 CDBG for Flooding, Street and Drainage
System Improvements to serve Philyaw Subdivision**

[Project]

The Contract Price of the awarded Contract is: \$760,470.30, subject to unit prices.

Four (4) unexecuted counterparts of the Agreement and four (4) copies of the Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four (4) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) four (4) copies of the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Decatur County Board of Commissioners



Authorized Signature

By: Pete Stephens

Title: Chairman

Copy: Engineer

END OF SECTION

Decatur County Board of Commissioners
FY 21 CDBG for Flooding, Street, and Drainage
System Improvements to serve the Philyaw Subdivision

W&A Project No.: W0405-022-02
CDBG Project No.: 21p-y-043-1-6183
00510-1

CONTRACT AGREEMENT

SECTION 00520

THIS AGREEMENT is by and between Decatur County Board of Commissioners ("Owner") and
HTS Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work to be done shall consist of furnishing all labor, materials and equipment necessary to construct the proposed **FY 21 CDBG for Flooding, Street and Drainage System Improvements to serve Philyaw Subdivision** as shown on the construction drawings. In general, construction consists of the installation of approximately 0.67 miles of base and paving improvements of urban roadways with drainage piping and all associated measures for a complete paving project. This work will be awarded in one (1) contract with a **120** consecutive calendar day construction schedule.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Watkins & Associates, LLC.
3.02 The Owner has retained Watkins & Associates, LLC ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
4.02 Contract Times: Days
A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **134** days after the date when the Contract Times commence to run.
4.03 Liquidated Damages
A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

CONTRACT AGREEMENT

SECTION 00520

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$200.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

Seven Hundred Sixty Thousand Four Hundred Seventy Dollars and Thirty Cents.
(\$760,470.30)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the

CONTRACT AGREEMENT

SECTION 00520

requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95% percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
- B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 [Not Used]

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

CONTRACT AGREEMENT

SECTION 00520

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 27 sheets with each sheet bearing the following general title:
Flooding, Street, and Drainage System Improvements to serve the Philyaw Subdivision,
listed as follows:

CONTRACT AGREEMENT

SECTION 00520

Sheet No.	Drawing Title
-	Title Sheet
C1	Location Map, Notes & Legend
C3-C5	Philyaw Road & Andrews Road Plan & Profile
C6	Phillips Baker Road Plan & Profile
XS1-XS2	Phillips Baker Road & Andrews Road Cross Sections
XS3-XS8	Philyaw Road & Andrews Road Cross Sections
D1-D4	Construction Details
EC1-EC2	ES & PC Checklist
EC3-EC6	ES & PC Plan
EC7	Erosion Control Details
EC8	Soils & Topo Map

8. Addenda 0 to 0.
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically

CONTRACT AGREEMENT

SECTION 00520

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.


CONTRACT AGREEMENT

SECTION 00520

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 4/11/2023 (which is the Effective Date of the Contract).

OWNER:
Decatur County Board of Commissioners


signature

CONTRACTOR:
HTS Construction, Inc.

signature

By: **Pete Stephens**

By: **Chris Hatcher**

Title: **Chairman**

Title: **President**

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: **Michelle B. West**

Attest: _____

Title: **County Clerk**

Title: _____

Address for giving notices:

Address for giving notices:

Decatur County Board of Commissioners
203 West Broughton Street
Bainbridge, GA 39817

HTS Construction, Inc.
2230 Birmingham Drive
Albany, GA, 31705

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION

**RESOLUTION OF THE DECATUR COUNTY BOARD OF COMMISSIONERS
REQUESTING THE GEORGIA CONGRESSIONAL DELEGATION TO WORK WITH
NEIGHBORING STATE DELEGATIONS AND COLLECTIVELY DIRECT THE U.S. ARMY
CORPS OF ENGINEERS TO OBLIGATE INFRASTRUCTURE INVESTMENT AND JOBS
ACT FUNDS TO MAKE NECESSARY REPAIRS ON THE APPALACHICOLA,
CHATTAHOOCHEE AND FLINT RIVER SYSTEM LOCKS AND DAMS**

WHEREAS, existing lock, spillway and dam structures are a \$6.2 billion infrastructure investment on our inland waterway; and

WHEREAS, the U.S. Army Corps of Engineers has not invested enough operations and maintenance funds in the system over the past 25 years to maintain a functional status; and


WHEREAS, the locks are in a failed state of repair and spillways are beginning to show signs of possible failure and necessary repairs are estimated at \$136 million.

NOW, THEREFORE, BE IT RESOLVED, that the Decatur County Board of Commissioners hereby respectfully requests that the Georgia Congressional Delegation work with those delegations in Alabama and Florida to direct the U.S. Army Corps of Engineers to invest necessary funds from the Bipartisan Infrastructure Law (formerly the Infrastructure Investment and Jobs Act) or other appropriations, as suitable, to make necessary repairs to the waterway infrastructure in order to restore them to full operational capacity.

BE IT FURTHER RESOLVED, that the Clerk of this Board furnish a copy of this resolution to each member of the Georgia Congressional Delegation with interest in the navigable portions of the Flint River.

On Motion of Commissioner Davis and seconded by Commissioner Barber this resolution was duly PASSED and ADOPTED this 11th day of April, 2023.

**DECATUR COUNTY BOARD
OF COMMISSIONERS**



Pete Stephens, Chairman

ATTEST: Michelle B. West
County Clerk

SEAL





Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

P.O. Box 246 / 112 W. Water St

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

3/16/2023

E & R / NOD - Property Tax Digest

2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
Personal Property	Rentz Tyler S	\$ 11,760.00	\$ -	Sold boat out of state.
Personal Property	Strickland Jason E	\$ 12,460.00	\$ -	Sold boat in 2021. Delete for 2022 digest.
		\$ 24,220.00	\$ -	

E & R / NOD - Mobile Home Tax Digest

2023 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
88 17A	Guffey Joshua Scott	\$ 75,928.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
45 41E	Horne Brandon Dillan	\$ 18,606.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
FA2 6	Hyatt Christopher & Shannon Crispell	\$ 15,777.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
9 21A	NPM Properties	\$ -	\$ 23,743.00	NOD. Owner purchased mobile home Dec. 2022. Needs a 2023 mobile home tax bill mailed to them.
9 21A	NPM Properties	\$ -	\$ 47,102.00	NOD. Owner purchased mobile home Dec. 2022. Needs a 2023 mobile home tax bill mailed to them.
76A 25	SSW Rentals LLC	\$ -	\$ 1,991.00	Mobile home torn-down Jan. 2023. Owner needs a 2023 mobile home tax bill mailed to them.
76A 25	SSW Rentals LLC	\$ 4,972.00	\$ -	Delete 2023 mobile home tax bill. Mobile home burned November 2022.
102 13	Thomas Rochelle & Lawrence B	\$ 66,791.00	\$ -	Delete 2023 mobile home tax bill. Owner applied for homestead for 2023 tax year.
62 56B	Walker Barbara & Derrick	\$ 1,445.00	\$ -	Delete mobile home tax bills for 2019-2023. Both owners are deceased & new land owner demolished mobile home in 2018.
		\$ 183,519.00	\$ 72,836.00	

E & R / NOD - Mobile Home Tax Digest

2022 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
62 56B	Walker Barbara & Derrick	\$ 1,242.00	\$ -	Delete mobile home tax bills for 2019-2023. Both owners are deceased & new land owner demolished mobile home in 2018.
		\$ 1,242.00	\$ -	

E & R / NOD - Mobile Home Tax Digest

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
62 56B	Walker Barbara & Derrick	\$ 1,242.00	\$ -	Delete mobile home tax bills for 2019-2023. Both owners are deceased & new land owner demolished mobile home in 2018.
		\$ 1,242.00	\$ -	

E & R / NOD - Mobile Home Tax Digest

2020 Digest Year

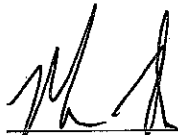
Map & Parcel	Name	100% Value From	100% Value To	Memo
62 56B	Walker Barbara & Derrick	\$ 1,242.00	\$ -	Delete mobile home tax bills for 2019-2023. Both owners are deceased & new land owner demolished mobile home in 2018.
		\$ 1,242.00	\$ -	

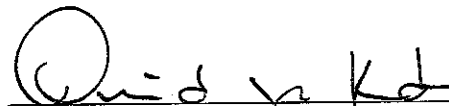
E & R / NOD - Mobile Home Tax Digest

2019 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
62 56B	Walker Barbara & Derrick	\$ 1,753.00	\$ -	Delete mobile home tax bills for 2019-2023. Both owners are deceased & new land owner demolished mobile home in 2018.
		\$ 1,753.00	\$ -	

\$ 213,218.00 \$ 72,836.00


Mark Harrell - Tax Commissioner


David J. Kendrick - Board of Assessors


Pete Stephens, Chairman - Board of Commissioners