

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARD ROOM

TUESDAY, APRIL 13, 2021

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

ABSENT: GEORGE ANDERSON

INVOCATION AND THE PLEDGE OF ALLEGIANCE

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

APPROVAL OF AGENDA

Chairman Stephens requested to amend the agenda and add Paul Fryer under new business as 1a. Commissioner Davis made the motion to approve the agenda with the amendment. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

Captain Justin Bedwell Family and Marquail Jamal Jones, Jr. Commissioner Davis made the motion to approve both resolutions and the special presentations. Commissioner Barber seconded the motion. A vote was taken and unanimously approved. Chairman Stephens presented to Katherine and Georgia Bedwell the resolution recognizing and honoring the life and legacy of Captain Justin Williams Bedwell, which succumbed to his injuries sustained while serving to protect the citizens of Decatur County. Chairman Stephens presented the second resolution to Marquail Jamal Jones, Jr for his actions observed during the homecoming for Captain Justin Bedwell, copies of the resolutions are attached.

PUBLIC PARTICIPATION

There was no public participation.

APPROVAL OF MINUTES

Vice Chairman Brinson made a motion to approve the minutes of the Commissioners' Meeting held March 23, 2021, as presented. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

American Rescue Plan - Paul Fryer. Chairman Stephens recognized Paul Fryer, a representative from Congressman Bishop's office to discuss the American Rescue Plan and offer his assistance in how to spend the funds for the specific categories assigned. Mr. Fryer stated Decatur County would be getting \$5,120,893, which is based on the County's population and the unemployment

rate. Mr. Fryer stated the funds would be received in 2 increments and would have to be spent by the end of year 2024.

Southwest Georgia Regional Commission. Commissioner Stephens recognized Suzanne Angell, Executive Director of the Southwest Georgia Regional Commission. Mrs. Angell presented a Pilot Project for the region through AARP Age Friendly and Livable Communities Program. Mrs. Angell is requesting the Board to approve a Resolution ensuring Region 10 is a well-designed, livable region that promotes health and sustained economic growth for residents of all ages. Decatur County would be supporting the planning process and agrees to participate in the application process to be designated an “Age Friendly Region”. Chairman Stephens recognized County Administrator Thomas who recommended approval to the Board. Commissioner Davis made the motion to approve the resolution, a copy of which is attached. Vice Chairman Brinson seconded the motion. A vote was taken and unanimously approved.

Consider Approval for Contract Award – Water and Sewer to Serve A-1. Chairman Stephens recognized County Administrator Thomas who stated A-1 Truss Company would be locating at Decatur County’s Industrial Park and Decatur County is required to supply water and sewer. County Administrator Thomas stated our engineer, Stacy Watkins has recommended accepting the low bid of \$444,289.37 from RPI Underground Inc. Mr. Watkins is familiar with the company and stated they’re a reputable company. County Administrator Thomas stated 7 bids were received for this project and Decatur County is working with the Georgia Department of Community Affairs for a grant to provide for this service with little cost to the general fund. County Administrator Thomas recommends approval to the Board. Commissioner Brock made a motion to approve the contract. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Purchase of Service Truck for Public Works. Chairman Stephens recognized County Administrator Thomas who stated bid requests were advertised and provided to various vendors. County Administrator Thomas recommends the purchase of a 2021 Mack Model MD7 truck chassis in the amount of \$80,108.90, also 2 bids were received for the fuel truck body with Lube Specialist having the lowest bid of \$ 83,960 with a combined total cost of \$164,068.90. County Administrator Thomas stated the old service truck was a 2010 model and has 600,000 miles on it. Vice Chairman Brinson made a motion to approve the truck purchase. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Restaurant License-Vistal Management, LLC. - 2331 Dothan Road Dixitkumar Patel. Chairman Stephens recognized County Administrator Thomas who stated Dixitkumar Patel has met all the requirements for obtaining a restaurant license and recommends approval to the Board. Commissioner Davis made the motion to approve the restaurant license. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Alcoholic Beverage License-Vistal Management, LLC. - 2331 Dothan Road-Dixitkumar Patel. Chairman Stephens recognized County Administrator Thomas who stated Dixitkumar Patel has met all the requirements for obtaining an alcoholic beverage license and recommends approval to the Board. Vice Chairman Brinson made the motion to approve the alcoholic beverage license. Commissioner Barber seconded the motion. A vote was taken and unanimously approved.

Consider Approval of Errors & Releases. Chairman Stephens recognized County Administrator Thomas who recommends approval to the Board for the errors and releases, stating the Tax Commissioner and the Board of Assessors have approved. Commissioner Davis made the motion to approve the Errors and Releases. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

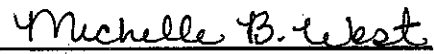
COMMISSIONERS/ADMINISTRATOR’S REMARKS

The Commissioners thanked everyone for coming to the meeting.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Davis, was duly adjourned. Commissioner Brock seconded the motion. A vote was taken and unanimously approved.

Approved: 
Chairman, Pete Stephens

Attest: 
County Clerk, Michelle B. West

Resolution
Board of Commissioners
Decatur County, Georgia

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA RECOGNIZING THE ACTIONS OF MARQUAIL JAMAL JONES, JR. OBSERVED DURING THE HOMECOMING FOR CAPTAIN JUSTIN BEDWELL ON MARCH 2, 2021.

WHEREAS, on Monday, March 1, 2021, Captain Justin Williams Bedwell, a devoted public servant and respected Captain of the Decatur County Sheriff's Department, moved from life here on earth to life eternal as a result of injuries he sustained while trying to protect Citizens of Decatur County, Georgia from the unlawful acts of others; and

WHEREAS, Captain Bedwell was honored with a processional on March 2, 2021 returning him from Leon County, Florida, back to Decatur County, Georgia; and

WHEREAS, many Citizens of Florida and Georgia stood along the processional route to honor Captain Bedwell; and

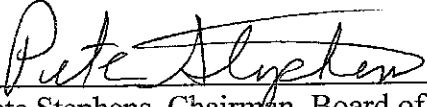
WHEREAS, the life of one of those citizens, Marquail Jamal Jones, Jr., had been profoundly affected by the acts of concern, encouragement, and kindness of Captain Justin Bedwell...acts which, according to Marquail, led to both an abiding friendship and positive changes in the life direction of Marquail; and

WHEREAS, at yet a young age, Marquail Jamal Jones, Jr. on March 2, 2021, not seeking recognition for himself, but out of the love, devotion and respect which he had for Captain Justin Bedwell, was observed during the homecoming processional for Captain Bedwell, standing at attention and saluting for more than half an hour while the procession for Captain Bedwell made its way through Bainbridge, Georgia; and

WHEREAS, with these acts of respect for Captain Bedwell, Marquail Jamal Jones, Jr. reminded all of us, and taught some of us that respect is obtained not when we demand it, or compel it or wish for it, but naturally comes when we show with our living, our actions and our words respect and love for others;

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Decatur County, Georgia join with Citizens near and far in commending Marquail Jamal Jones, Jr. for the acts of respect shown for Captain Justin Bedwell and for the lesson he taught all of us by simply doing what was right and just, not for recognition, but because rightness and justice demanded it.

Introduced, read and adopted at the regular meeting of the Board of Commissioners of Decatur County, Georgia this 13th day of April, 2021.



Pete Stephens, Chairman, Board of Commissioners



Michelle West, County Clerk

Resolution
Board of Commissioners
Decatur County, Georgia

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA RECOGNIZING AND HONORING THE LIFE AND LEGACY OF CAPTAIN JUSTIN WILLIAMS BEDWELL.

WHEREAS, Captain Justin Williams Bedwell, husband of his beloved wife Katherine Henderson Bedwell, father to Maddie Lue Chapman, and son of Georgia Williams Bedwell and Terry W. Bedwell, was a man of honor who served Citizens of Decatur County, Georgia as a Captain with the Decatur County Sheriff's Department; and

WHEREAS, on Monday March 1, 2021, Captain Bedwell succumbed to injuries he sustained during his valiant effort to protect Citizens of Decatur County from the evil acts of others; and

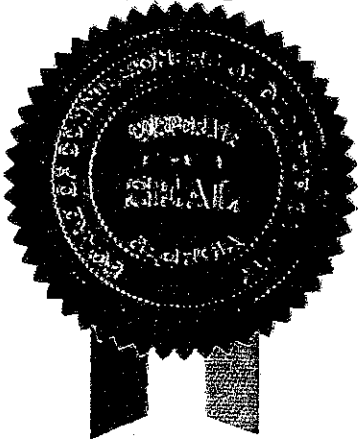
WHEREAS, the skill, devotion and service of Captain Bedwell as a law enforcement officer and as a public servant has been recognized far and wide; and

WHEREAS, the traits demonstrated by Captain Bedwell in his daily living and walk through his life included abundant acts of love of family, abundant acts of love for his fellow man, abundant acts of love for his community and abundant acts of love for his Creator; and

WHEREAS, this Board is convinced, and sure, that when it comes to the life and legacy of Captain Justin Williams Bedwell it can be said that the works that he did, and the life that he lived, will eternally speak for him and endear him to the hearts and minds of others;

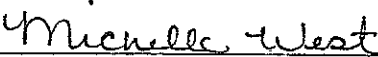
NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Decatur County, Georgia, join with others in recognizing the life and legacy of Captain Justin Williams Bedwell and in expressing our deep sympathy to Katherine, Maddie, and Georgia. We wish you comfort in the days ahead.

Introduced, read and adopted at the regular meeting of the Board of Commissioners of Decatur County, Georgia this 13th day of April, 2021





Pete Stephens, Chairman, Board of Commissioners



Michelle West, County Clerk

AGE FRIENDLY REGION DESIGNATION RESOLUTION

WHEREAS, the health and safety of residents of all ages is of highest concern to the cities and counties in Region 10; and

WHEREAS, Region 10 is comprised of 14 Counties and 43 cities with an estimated population of 350,000, and

WHEREAS, as the Region 10 population ages and people stay healthy and active longer, communities must adapt; and

WHEREAS, planning processes including housing, transportation, community revitalization and economic development plans should include the needs of all people regardless of age, income, physical ability, race, and other factors of older adults; and


WHEREAS, community decisions on land-use, housing, and transportation should be consistent with comprehensive plans that have been developed with public input; and

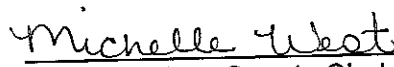
WHEREAS, the cities and counties in Region 10 are committed to giving their older residents the opportunity to live rewarding, productive and safe lives;

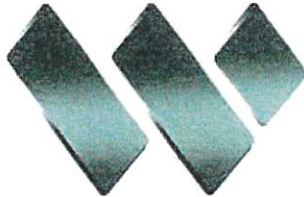
NOW, THEREFORE, BE IT RESOLVED that in order to ensure Region 10 is a well- designed, livable region that promotes health and sustained economic growth for residents of all ages, the counties and jurisdictions within support the planning process and agree to participate in the application process to be designated an "Age Friendly Region."

Adopted this the 13th day of April, 2020.

**DECAUTR COUNTY
BOARD OF COMMISSIONERS**


Pete Stephens, Chairman


Michelle West, County Clerk



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

March 25, 2021

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

Subject: Decatur County, Georgia
WSI to Serve A1 Industries of Georgia
W&A Project No.: W0405-023-01

Dear Mr. Stephens:

As you are aware, bids were received and opened for the project titled "WSI to serve A1 Industries of Georgia" on March 25, 2021. A total of seven (7) bids were opened. RPI Underground, Inc, with a base bid of \$444,289.37 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 RPI Underground, Inc, to construct the project "WSI to Serve A1 Industries of Georgia in the amount of \$444,289.37.

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 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

T: 229.388.8823 / 103 WEST 6TH ST., TIFTON, GA 31794 / WWW.WATKINSENG.COM

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.: W0405-023-01
Engineer:	Watkins & Associates, LLC	
Project:	Water & Sewer Improvements to serve A1 Industries of Georgia, LLC	
Bidder:	RPI Underground, Inc.	
Bidder's Address:	119 Blanchard Street, Valdosta, GA 31601	

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 25, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water & Sewer Improvements to serve A1 Industries of Georgia, LLC
[Project]

The Contract Price of the awarded Contract is: \$444,289.37, subject to unit prices.

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

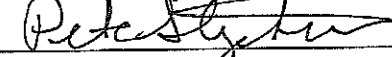
You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

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

CONTRACT AGREEMENT

SECTION 00520

THIS AGREEMENT is by and between The Decatur County Board of Commissioners ("Owner") and
RPI Underground, 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 performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all Work required to perform the construction of the project titled Water & Sewer Improvements to serve A1 Industries of Georgia, LLC to include installation of approximately ±7,300 linear feet of 8-inch and 12-inch PVC water main, with fire hydrants, valves, fittings, erosion control, NPDES monitoring, traffic control, and all other incidental items required for a complete project for the Owner. This work will be awarded in one (1) contract with a 180 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 180 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 194 days after the date when the Contract Times commence to run.

B. Parts of the Work shall be substantially completed on or before the following Milestone(s):

1. Milestone 1: All 12" Water Main Improvements shall be completed by July 1, 2021.

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

CONTRACT AGREEMENT

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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 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. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved

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:

Four Hundred Forty Four Thousand Two Hundred Eighty Nine Dollars and Thirty Seven Cents (\$444,289.37)

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments

CONTRACT AGREEMENT

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- 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 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.

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- 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 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.

CONTRACT AGREEMENT

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7. Drawings (not attached but incorporated by reference) consisting of 19 sheets with each sheet bearing the following general title: Water Sewer Improvements to serve A1 Industries of Georgia, LLC, listed as follows:

Sheet No.	Drawing Title
-	Title Sheet
G1	Site Plan, Notes & Legend
C1-C10	Water & Sewer Improvements
C11-C13	Water Main Details
EC1-EC2	ES & PC Checklist
EC3	Soil and Topography Maps
EC4	ES & PC Details

8. Addenda (numbers 1 to 1, inclusive).
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 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.

CONTRACT AGREEMENT

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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

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
Decatur County Board of Commissioners

CONTRACTOR:
RPI Underground, Inc.

Pete Stephens
signature

signature

By: Pete Stephens

By: Kenny Thatcher

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

RPI Underground, Inc.
119 Blanchard Street
Valdosta, GA 31601

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



Mark Harrell
DECATUR COUNTY TAX COMMISSIONER
P.O. Box 246 / 112 W. Water St
Bainbridge, GA 39818
Phone: 248-3021 / Fax: 248-2110

3/23/2021

E & R / NOD - Mobile Home Tax Digest

2019 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
62 81 G	Cook, Tony	\$ 2,534.00	\$ -	Mobile Home destroyed no longer on property

2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B3 1	21st Mortgage Corp	\$ 39,722.00	\$ -	Mobile Home moved to Gadsden County since 2019
62 81 G	Cook, Tony	\$ 2,534.00	\$ -	Mobile Home destroyed no longer on property

2021 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
B3 1	21st Mortgage Corp	\$ 39,722.00	\$ -	Mobile Home moved to Gadsden County since 2019
5 35	Allen, Bobby J	\$ 100.00	\$ 1.00	Mobile Home not livable-terrible condition
85A 293	Amerson, Loyd Scott	\$ 9,490.00	\$ -	Mobile Home moved to Coffee County in 2020
105 5	Boyett, James Paxton	\$ 22,600.00	\$ 22,600.00	MH Detitled 1/7/21
74A 107	Boyett, R H	\$ 3,672.00	\$ -	Mobile Home Demolished Permit # 20DC-DEM09
31 16 K	Brock, Carl	\$ 11,261.00	\$ -	Mobile Home Moved to Mitchell Co as of July 2020
97 9	Burns, Willie James	\$ 5,086.00	\$ 1.00	Appeal review
74A 88	Brown, Tashebia Michelle	\$ 5,488.00	\$ 5,488.00	Send new owner a 2021 MH tax bill. Purchased Nov 2020
65 23	Cawvey, Linda J	\$ 16,071.00	\$ 16,071.00	Homestead was removed
8 26 D1	Clees, Lora Christine	\$ 1,408.00	\$ -	Mobile Home Demolished
62 81 G	Cook, Tony	\$ 2,534.00	\$ -	Mobile Home destroyed No longer on property
80 20 3	Cowart, Jessie Charles	\$ 6,497.00	\$ -	Mobile Home Detitled in March 2019
87 25 A	Duke, Edwin Ralph	\$ 8,793.00	\$ -	Mobile Home Demolished 2020
45 18 E	Eakin, Sherry	\$ 6,700.00	\$ 6,700.00	Moved MH to Prebill for 2021
62A 17	Ezekiel, Merritt A	\$ 1.00	\$ -	Mobile Home Destroyed in Hurricane 2018
74A 101	Dukes, Betty Sue	\$ 500.00	\$ -	Mobile Home Demolished Demo Permit
14 18	Earp, Joshua Warren	\$ 3,295.00	\$ -	Mobile Home Burned down March 6, 2020
76 19	Edwards, Darryl L & Pamela D Borden	\$ 8,070.00	\$ -	Mobile Home Demolished 2020
16A 12	Ethridge, Debora Denise	\$ 12,702.00	\$ 12,702.00	MH Moved to prebill for 2021 tax year
63 2 Q	Funck, Ronald	\$ 52,109.00	\$ 52,109.00	MH Moved to prebill for 2021 tax year
28A 22	Gainous, Connie Guarro & Jeter, Kimberly Michelle	\$ 11,335.00	\$ 11,335.00	Owner applied for Homestead Refund \$141.61
106 13 A	Givens, Jean R	\$ 3,654.00	\$ 1.00	Mobile Home No Value
89 9	Green, Ruthie Lee Etal	\$ 9,922.00	\$ -	Owner now Homestead for 2021 tax year
68C 72	Greenway, Kenneth David	\$ 6,893.00	\$ 1.00	Mobile Home not livable SV @ \$1
BJ01 27	Harrell, William Travis	\$ 97,378.00	\$ -	Moved to Homestead delete from 2021 MH Digest
76 19 I	Henry, Haywood Jr & Brown, Alice	\$ 6,188.00	\$ 6,188.00	Homestead Removed 2020



Mark Harrell

DECATUR COUNTY TAX COMMISSIONER

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

Bainbridge, GA 39818

Phone: 248-3021 / Fax: 248-2110

3/23/2021

E & R / NOD - Property Tax Digest

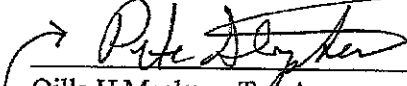
2020 Digest Year

Map & Parcel	Name	100% Value From	100% Value To	Memo
31 56 A	Braswell, Joe A & Linda G	\$ 225,077.00	\$ 209,497.00	Appeal Finalized
B81A 40	Close, Diana C	\$ 63,816.00	\$ 59,552.00	Appeal Finalized Refund \$57.03
107 16	Cook, Margaret J	\$ 122,191.00	\$ 113,633.00	Appeal Finalized
70 21 A	Cutchens, Beverly S	\$ 222,326.00	\$ 221,375.00	Appeal Finalized Refund \$106.93
B26 3	Dorval, Yury	\$ 82,310.00	\$ 64,601.00	Appeal Finalized Refund \$236.96
28A 21	Earnest Family Trust Doyle & Nettie Earnest as Trustees	\$ 75,100.00	\$ 56,251.00	Appeal Finalized Refund \$94.75
82 7 B	Garza-Tirado, Sergio Samuel	\$ 78,705.00	\$ 55,578.00	Appeal Finalized Refund \$141.43
72 38 A	Gay, Robert Lindsay & Frances Thomas	\$ 169,488.00	\$ 158,610.00	Appeal Finalized
B35 101	Hamblin, Hortense	\$ 91,539.00	\$ 85,164.00	Appeal Finalized Refund \$85.33
B73 8 A	Key, Leroy & Ann L	\$ 256,390.00	\$ 244,571.00	Appeal Finalized
B71 36	Mann, Bruce D & Susan K	\$ 218,811.00	\$ 211,071.00	Appeal Finalized
B75 17	Phillips, Willie P	\$ 106,557.00	\$ 99,017.00	Appeal Finalized Refund \$100.89
84C 4	Rentz, Patsy J	\$ 183,590.00	\$ 180,042.00	Appeal Finalized Refund \$44.34
B49 24	Rich, Robert L III	\$ 61,346.00	\$ 58,646.00	Appeal Finalized
B79 4	Rich, R L & Co	\$ 836,500.00	\$ 627,375.00	Appeal Finalized Refund \$1,119.20
64 1	Sanders, Jimmy W	\$ 165,075.00	\$ 156,402.00	Appeal Finalized
B68 1 H	Selman Place LP	\$ 896,230.00	\$ 856,330.00	Appeal Finalized Refund \$697.92
B81 23	Shirah, Cari J & Zledra S	\$ 67,384.00	\$ 61,800.00	Appeal Finalized
60 39 B	Shaw Industries Inc #70	\$ 12,141,819.00	\$ 9,725,878.00	Appeal Finalized Refund \$30,183.81
35 14	Flint River Mills Inc	\$ 1,172,735.00	\$ 1,172,735.00	Breach of Covenant Penalty \$3,679.29
36 11 B1	Flint River Mills Inc	\$ 65,796.00	\$ 65,796.00	Breach of Covenant Penalty \$194.63
36 11 B	Johnson, David W & Catherine	\$ 103,961.00	\$ 103,961.00	Breach of Covenant Penalty \$1,218.16
29 32	Lee, Beth Poitevint & Amy A	\$ 51,177.00	\$ 51,177.00	Breach of Covenant Penalty \$2,263.39
74 89	Meredith, William E Jr & Wanda K	\$ 144,199.00	\$ 144,199.00	Breach of Covenant Penalty \$2,839.02
36 3	Murray, Gregory V & Dale W	\$ 503,657.00	\$ 503,657.00	Breach of Covenant Penalty \$6,651.18
29 30	Poitevint, Alec L II As Trustee	\$ 113,112.00	\$ 113,112.00	Breach of Covenant Penalty \$171.68
29 I C1	Poitevint, Alec L II As Trustee	\$ 41,739.00	\$ 41,739.00	Breach of Covenant Penalty \$750.20
29 1	Poitevint, Margaret Amanda	\$ 117,579.00	\$ 117,579.00	Breach of Covenant Penalty \$4,857.27

36 8	Woodson, Margie G	\$ 345,574.00	\$ 345,574.00	Breach of Covenant Penalty \$4,285.85
36 9	Woodson, Margie G	\$ 125,343.00	\$ 125,343.00	Breach Of Covenant Penalty \$3,948.98
36 44	Woodson, Margie G	\$ 78,319.00	\$ 78,319.00	Breach of Covenant Penalty \$932.08
		\$ 18,927,445.00	\$ 16,108,584.00	



Mark Harrell - Tax Commissioner -



Oille H Mackey - Tax Assessor



Pete Stephens, Chairman - Board of Commissioners