

**MINUTES**

**DECATUR COUNTY BOARD OF COMMISSIONERS**

**COMMISSIONERS' BOARD ROOM**

**TUESDAY, MARCH 12, 2024**

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

ABSENT: COUNTY ATTORNEY BRUCE KIRBO

**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 by removing item number nine and replace it with executive session to discuss litigation matters. Commissioner Davis made a motion to approve the agenda, with the amendment. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

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 February 27, 2024, as presented. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**PUBLIC HEARING – Community Development Block Grant (CDBG) 2024**

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

Chairman Stephens recognized County Administrator Thomas who stated the purpose of the Public Hearing was to make the public aware that the County is considering requesting a Community Development Block Grant (CDBG) of up to \$1,000,000 from the Georgia Department of Community Affairs (DCA). These funds should be primarily used to benefit low- and moderate-income people. These funds can be used for activities in the areas of housing, public facilities, and economic development.

Chairman Stephens opened the Public Hearing for any comments or questions from the citizens in attendance or from the Board. With there being no comments or questions, Commissioner Barber made a motion to close the Public Hearing and enter back into the regular session. Commissioner Davis seconded the motion, a vote was taken and unanimously approved.

**OLD BUSINESS**

There was no Old Business.

## NEW BUSINESS

**Consider Resolution to Approve Submission of CDBG Application.** Chairman Stephens recognized County Administrator Thomas who stated this Resolution authorizes Decatur County to apply for a Community Development Block Grant (CDBG) and recommends 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 Recipient-Subrecipient Agreement – Hazard Mitigation Grant Program.** Chairman Stephens recognized E911 Director Tonya Griffin who stated back in 2019, after Hurricane Michael, Decatur County applied for grant funds to purchase generators being offered through FEMA. Director Griffin stated that Decatur County has been notified that the Hazard Mitigation Grant Program award has been approved by the Federal Emergency Management Agency. This grant will be used to purchase six fixed generators to ensure continuity of critical services to the community. The total approved cost is \$645,846 with a federal share of \$484,385, state share of \$64,585 and a local share of \$96,877. Commissioner Brock made a motion to approve the agreement, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

**Consider Bid and Contract Award – Rehabilitate Runway 14/32.** Chairman Stephens recognized County Administrator Thomas who stated bids were received from two vendors to Rehabilitate Runway 14/32. In the Commissioners' packet is a letter from Decatur County's Engineering Firm, Passero Engineering stating they are recommending to award Griffin Grading and Concrete, LLC, to Rehabilitate Runway 14/32 with a bid of \$3,870,842.25. The letter is also requesting concurrence of the award by the Georgia Department of Transportation. County Administrator Thomas stated this is a participating project with GDOT with the state share of funds being seventy-five percent and the local share of funds being twenty-five percent and is recommending approval by the Board. Vice Chairman Brinson made a motion to approve the contract award, a copy of which is attached. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Recommendation – Emergency Medical Provider.** Chairman Stephens recognized Operations Manager Randy Williams who stated after reviewing the proposals and meeting with the top two vendors in a work session held on February 23, 2024. Operations Manager Randy Williams is recommending Decatur County accept the proposal of Survival Flight EMS and to move forward on the contract with Survival Flight EMS. Vice Chairman Brinson made a motion to approve Survival Flight EMS as the EMS provider. Commissioner Brock seconded the motion, a vote was taken and unanimously approved.

**Consider Resolution to Eliminate Future Solar Energy Abatements.** Chairman Stephens recognized County Administrator Thomas who stated a copy of the Resolution was in the Commissioners' packet. County Administrator Thomas stated a Public Hearing was held on November 28, 2023 to give the public an opportunity to be heard on the Solar Project Abatements and the Board has been in discussion to eliminate the abatements which are currently in place. Commissioner Brock made a motion to approve the Resolution, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken with Chairman Stephens, Commissioner Barber, Commissioner Brock, Commissioner Anderson, and Vice Chairman Brinson voting yea. Commissioner Davis abstained from the vote due to a conflict of interest.

**Consider Lease Agreement – Horseshoe Bend Park.** Chairman Stephens recognized County Administrator Thomas who stated this is a ten-year lease agreement and it would extend the current lease agreement to continue maintaining the Horseshoe Bend Park boat landing and is recommending approval by the Board. Commissioner Brock made a motion to approve the Lease Agreement, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**Consider Approval of Bids – Motor Grader and Wheel Loader.** Chairman Stephens recognized County Administrator Thomas who stated bids were requested from several vendors on a motor grader and a wheel loader for Public Works. Two bids were received for the motor grader with Yancey Bros being the lowest bidder for a 2024 Caterpillar 140 motor grader with the total cost being \$353,514, with a five year buy back guarantee of \$135,000 and a trade in value of \$115,500 for the 12M3 motor grader. The motor grader will be available between 60 to 90 days.

Three bids were received for the wheel loader with Yancey Bros being the lowest bidder for a 2024 Caterpillar 938-wheel loader with the total cost being \$250,593, with a five year buy back guarantee of \$135,000 and a trade in value of \$134,150 for the 624L wheel loader. The wheel loader will be available in 90 days. County Administrator Thomas is recommending the purchase of the motor grader and the

wheel loader by the Board. Commissioner Davis made a motion to approve the purchase of the motor grader and the wheel loader. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

**EXECUTIVE SESSION - LITIGATION**

Chairman Stephens cancelled the executive session due to the County Attorney Bruce Kirbo not being able to attend due to him being at another meeting.

**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 Barber seconded the motion, a vote was taken and unanimously approved.

Approved: *Pete Stephens*  
Chairman, Pete Stephens

Attest: *Michelle B. West*  
County Clerk, Michelle B. West



**RESOLUTION OF THE DECATUR COUNTY BOARD OF COMMISSIONERS TO  
SUBMIT AN APPLICATION TO OBTAIN FY 2024 COMMUNITY DEVELOPMENT  
BLOCK GRANT (CDBG) FUNDS FOR STREET AND DRAINAGE IMPROVEMENTS**

**WHEREAS**, the County is eligible to apply for Community Development Block Grant Funds from the Georgia Department of Community Affairs; and

**WHEREAS**, the County has determined that there are community needs that can be addressed by the Community Development Block Grant Program Funds; and

**WHEREAS**, the County has held the required Public Hearing to obtain citizen input into the development of an application; and

**WHEREAS**, the County has agreed to provide sufficient matching funds and in-kind services to complete this project; and

**NOW, THEREFORE BE IT RESOLVED** that the County hereby authorizes the preparation and submittal of a Community Development Block Grant Application for CDBG funding cycle 2024 for an amount up to \$1,000,000 for street and drainage improvements; and

**BE IT FURTHER RESOLVED** that Chairman Pete Stephens is authorized and consents to act as the Authorized Certifying Official for this program.

Adopted this 12th day of March, 2024

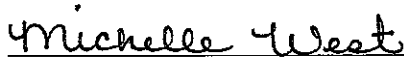


Pete Stephens, Chairman

3/12/2024

Date

ATTEST:



Michelle West, County Clerk

3/12/2024

Date



**GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY**

**BRIAN P. KEMP**  
GOVERNOR



**JAMES C. STALLINGS**  
DIRECTOR

February 19, 2024

Mr. Alan Thomas  
County Administrator  
Decatur County  
Post Office Box 726  
Bainbridge, Georgia 39818

Dear Mr. Thomas:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4400-0016, will be used to purchase and install six (6) fixed generators to ensure continuity of critical services to the community. The total approved cost is \$645,846 with a federal share of \$484,385, state share of \$64,585 and a local share of \$96,877.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

*Valarie Grooms* for,  
James C. Stallings

lt/rl

Enclosures

cc: Charlie McCann, Director

Decatur County Emergency Management Agency

Frank Maneer, Area Coordinator

Georgia Emergency Management and Homeland Security Agency

## HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement

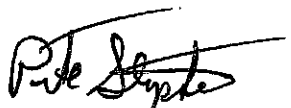
On October 14, 2018, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from Hurricane Michael. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4400-0016, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests, and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is the GEMA/HS Director, the Governor's Authorized Representative. The Subrecipient to this Agreement is Decatur County. The interests and responsibilities of the Subrecipient will be executed by Decatur County, agent, the Subrecipient Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:
  - Exhibit "A": Assurances-Construction Programs, Standard Form 424 D
  - Exhibit "B": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program
  - Exhibit "C": Certification regarding Drug-Free Workplace Requirements
  - Exhibit "D": Certification regarding Lobbying
  - Exhibit "E": Scope of Work
  - Exhibit "F": Progress Payment Request Form
  - Exhibit "G": Discrimination Complaints and Verification Form
  - Exhibit "H": Federal Funding Accountability and Transparency Act Certification
2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share and 10 percent state cost share basis for the hazard mitigation project(s) described in Exhibit "E". The Subrecipient shall be responsible for the remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers, and records of any recipients of federal disaster assistance and of any persons or entities

which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.

5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by Decatur County on or before September 1, 2024. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by Decatur County pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

\_\_\_\_\_  
Governor's Authorized  
Representative

  
\_\_\_\_\_  
Subrecipient's Authorized  
Representative

\_\_\_\_\_  
Date

3-12-2024  
\_\_\_\_\_  
Date

**EXHIBIT "A"**

**COVER PAGE FOR CURRENT  
ASSURANCES- CONSTRUCTION PROGRAMS**



Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Decatur County Board of Commissioners	3/12/24

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**EXHIBIT "B"**  
**GEORGIA EMERGENCY MANAGEMENT**  
**and HOMELAND SECURITY AGENCY**  
**Hazard Mitigation Grant Program**  
**Project Administration Guidelines: Financial Assistance**

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. Project Identification – The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4400-0016 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. Documentation – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
  - A. Recipient-Subrecipient Agreement
  - B. Copies of checks, vouchers or ledger statements
  - C. Contracts awarded
  - D. Invoices or other billing documents
  - E. Progress reports
  - F. Record of advance or progress payments (where applicable)
3. Funding – Cost sharing has been established at 75% federal, 10% state and 15% applicant.
4. Debarred and Suspended Parties – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. Procurement Standards – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
  - A. Conflict of Interest Policy – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.

- B. Procurement – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:
- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$10,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
  - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$250,000 by obtaining several price quotes from different sources.
  - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
  - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
  - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women’s business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient’s contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

## 6. Payments

### A. Progress Payments

- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit “F”) and provide supporting documentation, such as an invoice and copies of check.

a. The first expenditure report is due by SEPTEMBER 1, 2024, which is within 12 months of the FEMA award date. Subsequent expenditure reports are due annually or more

frequently as needed.

- 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
  - 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.
  - 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
  - 5) Quarterly report submissions must be current in order to receive progress payments.
- B. Advance Payments – Advance payments will be made on an exception basis only.
7. Subrecipient Performance – The scope of work (see Exhibit “E”) must be initiated within 90 days of this award notification.
- A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
  - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
- A. The award expiration date runs through September 1, 2024 and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
  - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.

9. Project Termination

- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.

10. Environmental and Historic Preservation Conditions

- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:
  - 1) Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
  - 2) If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.

12. Award Modifications

- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
  - 1) Any revision which would result in the need for additional funding.
  - 2) Transfers between budget categories.

- B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.
- 13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
  - 14. Progress Reports
    - A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
    - B. The initial progress report will cover the period through March 31, 2024. It must be submitted no later than April 15, 2024.
    - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
  - 15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
  - 16. Project Closeout
    - A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
    - B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
  - 17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts  
Non-Profit and Local Government Audits  
270 Washington Street, SW, Room 1-156  
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.



**EXHIBIT "C"**  
**Certification Regarding Drug Free Workplace Requirements**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

- A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about--
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Recipient's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**EXHIBIT "D"****CERTIFICATION REGARDING LOBBYING  
Certification For Contracts, Awards, Loans, and Cooperative Agreements**

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative

\_\_\_\_\_ Date

## EXHIBIT "E"

## SCOPE OF WORK

*Decatur County will purchase, install, and maintain six (6) Fixed Generators to be located at Fire and Rescue Dept., Public Works Dept., Well # 3, Industrial Blvd Lift Station, PSA TC Lift Station, and Sanfilippo Lift Station.*

## Decatur County

## HMGP 4400 Generator Estimate Project Costs

Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for Decatur County. Any changes to this spreadsheet MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Location	Shipping and Installation	Generator	Concrete Pad for Generator	Fuel for Initial Testing	Facility Transfer Switch and Connections	Total Project Costs	FEMA Share	State Share	Local Share
Decatur County - Fire and Rescue Department (Fixed Generator)		\$36,530				\$36,530	\$27,398	\$3,653	\$5,480
Decatur County - Public Works Department (Fixed Generator)		\$49,972				\$49,972	\$37,479	\$4,997	\$7,496
Decatur County - Well #3 (Fixed Generator)		\$139,836				\$139,836	\$104,877	\$13,984	\$20,975
Decatur County - Industrial Boulevard Lift Station (Fixed Generator)		\$139,836				\$139,836	\$104,877	\$13,984	\$20,975
Decatur County - PSATC Lift Station (Fixed Generator)		\$139,836				\$139,836	\$104,877	\$13,984	\$20,975
Decatur County - San Fillipo Lift Station (Fixed Generator)		\$139,836				\$139,836	\$104,877	\$13,984	\$20,975
<b>Total:</b>		<b>\$645,846</b>				<b>\$645,846</b>	<b>\$484,385</b>	<b>\$64,585</b>	<b>\$96,877</b>

## Generator Size and Location Lat/Long:

- 1.) Fire and Rescue Dept. 100 KW Fixed Generator & ATS 30.976954, -84.636572  
404 4<sup>th</sup> Ramp, Bainbridge, Georgia 39817
- 2.) Public Works Dept. 60 KW Fixed Generator & ATS 30.910176, -84.602514  
1201 Airport Road, Bainbridge, Georgia 39817
- 3.) Well # 3 100 KW Fixed Generator & ATS 30.983242, -84.630812  
Decatur County Industrial Park, Bainbridge, Georgia 39817
- 4.) Industrial Blvd Lift Station 100 KW Fixed Generator & ATS 30.977549, -84.626294  
Decatur County Industrial Park, Bainbridge, Georgia 39817
- 5.) PSA TC Lift Station 100 KW Fixed Generator & ATS 30.980832, -84.636667  
Decatur County Industrial Park, Bainbridge, Georgia 39817
- 6.) Sanfilippo Lift Station 100 KW Fixed Generator & ATS 30.971958, -84.618049  
Decatur County Industrial Park, Bainbridge, Georgia 39817

**The following conditions apply:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**EXHIBIT "F"**  
**Progress Payment Request Form**

Date: \_\_\_\_\_

**HMGP Progress Payment Request**

**Instructions:** All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

Agreement Number: HMGP-4400-0016

FEMA Project Number: HMGP-4400-0016

Subrecipient Name: Decatur County

Site Reference or Element of Work	Approved Amount	Previous Payment	Current Request	Description of Documentation Attached in Support of this Payment Request
		(from continuation sheet attached)		
		<b>SUBTOTAL</b>		
		<b>TOTAL</b>		
		Less Subrecipients Share (15%)		
		<b>NET AMOUNT REQUESTED</b>		

**Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the award conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.**

\_\_\_\_\_  
Signature of Subrecipient's Authorized Representative (and printed name)

**EXHIBIT "G"**

**DISCRIMINATION COMPLAINTS AND  
VERIFICATION FORM**



# **THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY**

## **Language Access Plan 2022**

## **Purpose**

The intent of this Language Access Plan (the Plan) is to ensure the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is prepared to address its responsibilities as a recipient of Federal Financial Assistance as they relate to the needs of individuals with limited English language skills. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 200d, *et seq.*, and Executive Order 13166, to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Following these guidelines is essential to the success of our mission to protect life and property against man-made and natural disasters by directing the State's efforts in the areas of prevention, preparedness, mitigation, response, and recovery.

GEMA/HS is a recipient of federal funds for a portion of its programs and, thus, obligated to reduce language barriers that can preclude Meaningful Access by LEP persons to GEMA/HS programs and GEMA/HS' Subrecipients' programs. GEMA/HS has prepared this Language Access Plan, which defines the actions to be taken to ensure Meaningful Access to Agency services, programs, and activities on the part of persons who have LEP.

## **Authority**

### **Title VI of the Civil Rights Act of 1964**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance."

Section 602 authorizes and directs federal agencies that are empowered to extend Federal Financial Assistance to any program or activity "to effectuate the provisions of [section 601] \* \* \* by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1.

### **Executive Order 13166**

Executive Order 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency," authorizes the implementation of regulations afforded by Title VI of the Civil Rights Act of 1964. Executive Order 13166 ensures LEP persons have Meaningful Access to federally conducted and funded programs and activities. This protection requires that LEP persons be provided an equal opportunity to benefit from services that are normally provided in English. Executive Order 13166 requires that federal agencies create plans for ensuring that their own activities also provide Meaningful Access for persons who are LEP.

## **Definitions**

**Beneficiary:** The ultimate consumer of federally funded programs who receives benefits from a federally funded recipient.



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**Bilingual:** A person competent in two languages in equal aptitude in either oral or written form is considered bilingual.

**Customer:** Any individual or organization communicating with a GEMA/HS program.

**GEMA/HS LAP Coordinator:** GEMA/HS employees that collectively work together as the LAP Coordinator.

**Federal Financial Assistance:** Grants, loans, and advances of federal funds, the grant or donation of federal property and interests in property, or any other assistance as specified in 24 CFR Part I § 1.2(e).

**Focus Languages:** Languages, specifically Chinese, Korean, Spanish, and Vietnamese, identified through the Four-Factor Analysis as having a sufficient level of prevalence amongst LEP individuals in Georgia to warrant statewide efforts for written translations of vital documents.

**Interpretation:** The act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

**Language Access Plan (LAP):** A written implementation plan that addresses identified needs of the LEP persons served.

**Language Assistance Services:** Oral and written language services needed to assist LEP individuals to communicate effectively with staff, and to provide LEP individuals with Meaningful Access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by GEMA/HS.

**Limited English Proficient (LEP) Individuals:** Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter. (HUD LEP Guidance). LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still demonstrate LEP for other purposes (e.g., reading or writing).

**Meaningful Access:** LEP individuals' accurate, timely, and effective participation in, or benefit from, federally funded programs that is meaningfully equivalent to that of non-LEP individuals, at no cost to the LEP individual.

**Multilingual staff or employee:** A staff person or employee who has demonstrated fluency in English and reading, writing, speaking, or understanding at least one other language as authorized by his or her Division.

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**Primary Language:** An individual's primary language is the language in which an individual most effectively communicates.

**Recipient:** Qualified applicants in compliance with 24 CFR §1.2(f) who are awarded Federal Financial Assistance. The Voluntary Compliance Agreement defines Recipient as "the meaning specified at 24 CFR §1.2(0)." 24 CFR §1.2(f) defines Recipient as "any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, organization, or other entity, or any individual, in any State, to whom Federal Financial Assistance is extended, directly or through another recipient, for any program or activity, or who otherwise participates in carrying out such program or activity (such as a redeveloper in the Urban Renewal Program), including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary under any such program or activity."

**Subrecipient:** Any public or private agency, institution, organization, or other entity to whom Federal Financial Assistance is extended, through GEMA/HS for any program or activity, or who otherwise participates in carrying out such program or activity, but such term does not include any Beneficiary under any such program.

**Translation:** The replacement of written text from one language (source language) into an equivalent written text in another language (target language).

### **Policy**

GEMA/HS complies with all federal statutes and regulations in the administration of federally funded programs. Through the Plan, GEMA/HS will take timely and reasonable steps to provide LEP persons with Meaningful Access to programs and activities conducted by GEMA/HS and its Subrecipients. Access to GEMA/HS programs and services should not be impeded as a result of an individual's inability to speak, read, write, or understand English. GEMA/HS will review and update its LEP Four-Factor Analysis at least every five years.

The Plan requires communication of information contained in vital documents involving emergency services to all people in the state of Georgia. All interpreters, translators, and other aids needed to comply with the Plan shall be provided without cost to the person being served and will be informed of the availability of such assistance free of charge. Language assistance will be provided through the use of competent bilingual interpreters, contracts, or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All GEMA/HS employees will be provided notice of the Plan, and GEMA/HS employees that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

GEMA/HS will train staff, contractors, and Subrecipient administrators (program administrators who are expected to conduct a Four-Factor Analysis and other efforts described within this LAP), and local government officials on procedures to implement and continuously monitor and evaluate the implementation of LAPs in the state of Georgia.

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Pursuant to the requirements of Title VI, Subrecipients of federal funds received through an administration grant/award made by GEMA/HS are also required to make reasonable efforts to provide timely, Meaningful Access for LEP persons to programs and activities. In order to do so, Subrecipients should first conduct an assessment to determine the need for language assistance within their service area. This is accomplished by conducting the Four-Factor Analysis, which is described in the Plan. After completion of the Four-Factor Analysis, the Subrecipients will understand the languages spoken by LEP persons in their service area and can determine how to provide needed language assistance.

Based upon the findings of the Four-Factor Analysis, and when deemed necessary, the Sub-Recipients should prepare a Language Access Plan addressing the Subrecipient's plan for ensuring Meaningful Access to programs and activities for LEP persons. A Subrecipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, a Subrecipient may determine that certain activities are more important and/or have greater impact on or contact with LEP persons, and thus such programs or activities require enhanced language assistance.

Subrecipients are also required to select an individual responsible for coordination of LEP compliance, train staff involved in programs and activities on LEP requirements, keep records of assistance provided and actions taken, and update the Four-Factor Analysis and LAP, as needed. GEMA/HS will monitor all Subrecipients to ensure LEP individuals receive Meaningful Access to GEMA/HS federally funded programs.

### **Four Factor Analysis**

In developing the Plan, GEMA/HS used the Four Factor LEP analysis, which considers the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services in the state of Georgia;
2. The frequency with which LEP individuals come in contact with GEMA/HS programs, activities or services;
3. The nature and importance of the program, activity or service provided to the LEP population; and
4. The resources available to GEMA/HS and the overall cost to provide assistance.

**Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services.**

GEMA/HS used the U.S. Census Bureau’s American Community Survey (ACS), 2020: ACS 5-Year Estimates Data Profile of Georgia to determine the number of LEP persons throughout the State. Based on the data provided, GEMA/HS considers individuals who speak English less than “very well” as LEP persons. According to the ACS data, the state of Georgia has a total population of 9,864,494 persons five years old and older. Of the 9,864,494 persons, the ACS estimates that 536,491 persons or 5.44 percent of the State’s population are LEP.

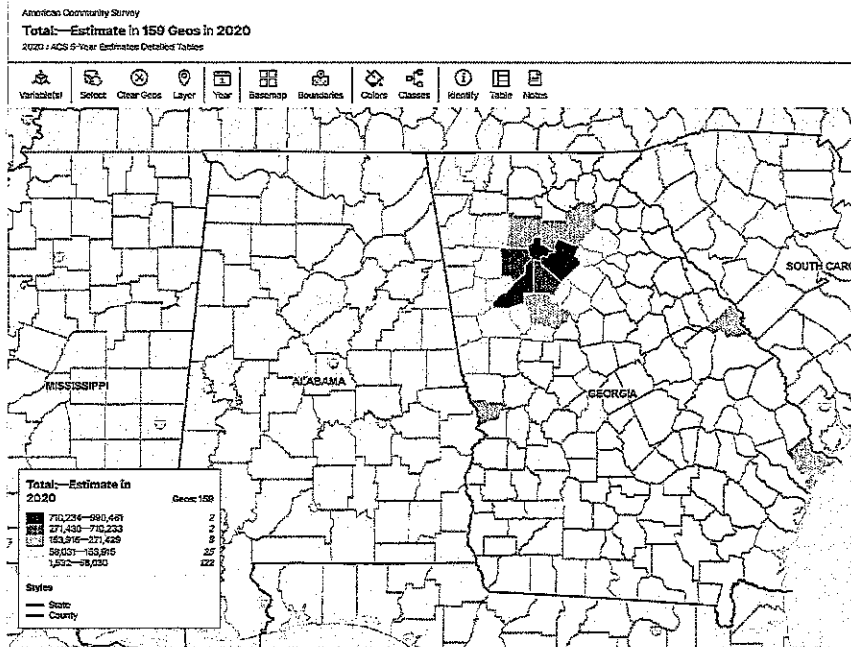
**MOST COMMON LANGUAGES SPOKEN AT HOME**

	<b>Total Number of speakers</b>	<b>Number who speak English less than “very well”</b>	<b>Percent of total population who speak English less than “very well”</b>
Total population 5 years and over	9,864,494	536,491	5.44%
Spanish	781,103	332,566	3.37%
Korean	47,879	24,252	0.25%
Vietnamese	52,832	32,588	0.33%
Chinese (incl. Mandarin, Cantonese)	51,251	25,814	0.26%
Arabic	20,010	6,025	0.06%
French, Haitian, or Cajun	53,999	11,186	0.11%
German or other West Germanic languages	27,898	3,488	.04%
Russian, Polish, or other Slavic languages	28,301	9,171	

Source: U.S. Census Bureau, 2020 American Community Survey (Table C16001 5 year estimate)

**2020 ACS 5-Year Estimates Detailed Tables for 159 Counties in Georgia**

### Languages Spoken at Home for the Population 5 Years and Over



Source: U.S. Census Bureau, 2020 American Community Survey (Table C16001 5 year estimate)

### COUNTIES WITH HIGHEST CONCENTRATION OF LEP PERSONS

	Total population (>age 5)	LEP population (number)	LEP population (percent)
Georgia	9,864,494	536,491	5.44%
Fulton County	990,461	49,465	5.00%
Gwinnett County	865,453	133,239	15.40%
DeKalb County	702,759	58,543	8.33%
Cobb County	710,233	49,527	6.97%
Muscogee County	181,372	4,258	2.35%
Chatham County	271,429	9,517	3.50%
Hall County	188,380	24,750	13.14%
Cherokee County	238,875	11,768	4.93%
Henry County	216,771	8,038	3.71%
Clayton County	265,889	24,413	9.18%
Richmond County	188,446	3,767	2.00%
Bartow County	99,540	3,219	3.23%
Forsyth County	222,422	13,626	6.13%
Floyd County	91,953	4,632	5.04%
Paulding County	153,915	2,823	1.83%

Coweta County	137,185	4,339	3.16%
Douglas County	136,211	6,480	4.76%
Troup County	65,591	1,186	1.81%
Rockdale County	84,942	4,714	5.55%
Walton County	87,651	1,694	1.93%
Jackson County	65,919	2,223	3.37%
Barrow County	75,774	4,407	5.82%
Clarke County	120,443	5,949	4.94%
Fayette County	108,463	3,994	3.68%
Spalding County	61,990	851	1.37%
Newton County	102,864	2,202	2.14%
Carroll County	111,220	3,567	3.21%
Lowndes County	108,509	2,127	1.96%
Dougherty County	82,900	1,076	1.30%
Glynn County	80,176	2,437	3.04%
Bulloch County	73,268	1,306	1.78%
Walker County	65,478	403	0.62%
Whitfield County	97,331	13,367	13.73%
Catoosa County	63,441	939	1.48%
Columbia County	144,458	4,931	3.41%
Bibb County	142,913	2,909	2.03%
Houston County	145,032	4,365	3.01%

**Factor 2: Frequency with which LEP individuals come in contact with programs, activities, or services.**

GEMA/HS is the lead agency when disasters strike, meaning that GEMA/HS employees are at the front line of responding to emergencies and coordinating preparedness and recovery efforts. GEMA/HS directs the recovery efforts by the State and helps connect locals to the nonprofit organizations that want to offer assistance. Many of these organizations provide emergency housing and shelter, access to transportation, food banks, childcare services, and public health programs, as well as long-term housing and support. Therefore, as the leaders of recovery efforts, our Agency is responsible for properly understanding the needs of the community and making sure the necessary resources are being deployed. To accomplish this function, GEMA/HS employees must have resources available to communicate with the population in need by having interpreter services readily available. Therefore, any information GEMA/HS posts regarding Federal Financial Assistance must be disseminated and accessible to diverse racial, ethnic, and LEP populations.

GEMA/HS encourages all Subrecipients, organizations, and community leaders to regularly engage with the communities they serve, especially those that are LEP. GEMA/HS' goal is to foster relationships with community-based organizations and local service offices, like legal aid,

which have a more established relationship with underserved communities, like LEP persons, to disseminate resources and information.

GEMA/HS anticipates increased contact with LEP persons as natural disasters become more prevalent, emergency situations more frequently arise, and the minority populations within the state of Georgia continues to grow. Given this likely outcome, GEMA/HS must make all necessary preparations to develop products that non-English speakers can read and understand.

**Factor 3: The nature and importance of the program, activity or service provided to the LEP population.**

In general, after a disaster the affected constituency relies heavily on GEMA/HS to lead them to resources, programs, and benefits. GEMA/HS must ensure LEP persons have equitable contact with these resources, programs, and benefits. Therefore, during post-disaster recovery GEMA/HS will work with the hired consultant to encourage affected counties to identify language services during the planning process so that LEP persons in concentrated areas of a county are not experiencing denial or delay of access to services.

**Factor 4: The resources available to GEMA/HS and the overall cost to provide assistance.**

GEMA/HS will take all reasonable steps to ensure Meaningful Access to LEP persons when preparing and planning for disaster events and after such events occur. Reasonable steps include working with local LEP community organizations, key stakeholders, and other government agencies to assist with language assistance. GEMA/HS will also leverage existing relationships with community organizations, including faith-based service groups, community associations, and service nonprofits in GA Voluntary Organizations Active in Disaster.

GEMA/HS will maintain LEP maps so that the Agency is consistently updating language materials that reflect the most prevalent languages spoken in areas affected by disasters. The Agency intends to research ethnic centers and venues diverse communities visit so that recovery and benefit information reaches LEP populations. GMA/HS will utilize its public platforms to post guidance and public service announcements in non-English languages.

Before, during, and after a disaster, GEMA/HS will coordinate with non-English media—in TV, print, and radio, as well as through online platforms and social media—to assist with sharing information to LEP populations.

**Complaint Procedures**

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient may submit an LEP complaint concerning the implementation or administration of any GEMA/HS program, activity, or service. Any such individual has the right, and is encouraged, to file a written complaint with the Federal Emergency Management Agency's (FEMA) Office of Equal Rights (OER), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the complaint involves FEMA programs and activities, and programs and activities conducted by FEMA grant recipients, the complaint may be sent directly to FEMA OER by calling FEMA at 202-212-3535 and press 1 for Civil Rights, sending an email to [FEMACivilRightsOffice@fema.dhs.gov](mailto:FEMACivilRightsOffice@fema.dhs.gov), or by sending a written explanation to the FEMA OER.

The written explanation should be sent to:

FEMA's Office of Equal Rights  
Civil Rights Section  
500 C Street, SW  
Room 4SW-0915  
Washington, D.C. 20472

2. LEP complaints can also be sent to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: [CRCLCompliance@hq.dhs.gov](mailto:CRCLCompliance@hq.dhs.gov). A second available method is fax: 202-401-4708. The complaint may also be sent via mail to the following address:

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

3. Additionally, LEP complaints can be sent directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: [language.access.coordinator@gema.ga.gov](mailto:language.access.coordinator@gema.ga.gov).

The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency  
Language Access Coordinator  
935 United Avenue SE  
Atlanta, Georgia 30316

### **Language Assistance and Interpretation Services**

GEMA/HS will improve its ability to identify LEP persons needing language assistance by:

1. Posting notice of the Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand at initial points of contact. GEMA/HS will display the language identification "I SPEAK" cards in all GEMA/HS offices and when traveling to any county or city when responding to an emergency or disaster.



2. All GEMA/HS field coordinators and front-facing staff will also be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
3. All city staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LEP persons during the previous year.

GEMA/HS will provide an opportunity for LEP persons to request an interpreter. Qualified foreign language interpreters will be provided by GEMA/HS, as needed. Whether or not an interpreter is used, there will always be information sheets available at headquarters, incident command centers, and at any point of contact GEMA/HS has with the community. These information sheets should always include questions and answers concerning the need for an interpreter. GEMA/HS will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include GEMA/HS personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary.

### **Training**

1. GEMA/HS will provide periodic training for all employees regarding:
  - a. Implementing the Plan’s procedures;
  - b. Understanding the requirements of Title VI of the Civil Rights Act, Executive Order 13166, and updates to federal guidance on LEP;
  - c. Locating and contacting language assistance services for GEMA/HS programs and Subrecipients’ programs, as needed;
  - d. Using “I Speak” cards and training Subrecipients to use them;
  - e. Preparing and testing communication strategies to ensure evacuation announcements and critical communications reach LEP populations;
  - f. Recording and responding to LEP complaints; and
  - g. Researching and updating population information so that GEMA/HS can best serve the current Georgia population.
2. GEMA/HS will facilitate LEP training for Subrecipients. Such training may be arranged:
  - a. In conjunction with grant management training;

- b. Online through the GEMA/HS website;
- c. At the request of the Subrecipient; or
- d. As a result of a grant program review.

### **Notification**

GEMA/HS will post the Plan on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS.

### **Complaint Procedures**

#### **GEMA/HS Procedures for Processing Complaint**

1. A group of GEMA/HS employees will collectively act as the Language Access Coordinator for processing complaints made by individuals who believe they have been denied the benefits associated with this Plan.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS Subrecipient concerning the implementation or administration of GEMA/HS any program, activity, or service involving the benefits of the Plan, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Language Access Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Language Access Coordinator.
4. For any complaint received by the Language Access Coordinator that is submitted directly to GEMA/HS, the Language Access Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Language Access Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General, the OER, or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the OER or CRCL, as appropriate.

6. Notwithstanding paragraph 5, for any LEP complaint concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS, GEMA/HS shall notify the OER or CRCL, as appropriate, in writing of the following:
  - a. Name of complainant;
  - b. Entity named in the complaint;
  - c. Description of the LEP complaint;
  - d. Steps being undertaken to investigate and resolve complaint; and
  - e. Interpretation resources to address the information or benefits the LEP person needed but did not receive.

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OER or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

FEMA's Office of Equal Rights  
Civil Rights Section  
500 C Street, SW  
Room 4SW-0915  
Washington, D.C. 20472

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

### **Monitoring Language Needs and Implementation**

GEMA/HS will continuously monitor and track changes in LEP populations, including what regions might require new language training services and what non-English languages are increasing throughout the population of Georgia. As part of a grant program review, GEMA/HS staff will review the Subrecipients' procedures for adequately providing language assistance to LEP persons. If the procedures do not exist, or are found to need improvement, GEMA/HS staff will send those findings to Subrecipient. At a minimum, the Subrecipient's response procedures should include:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and

- e. Notify complainant that a complaint of discrimination may be filed directly with the OER, CRCL, or GEMA/HS, and where to locate those procedures.

**Additional Resources:**

- **Georgia Department of Human Services (DHS)**  
Contact the Limited English Proficiency / Sensory Impairment (LEP/SI) Program  
Fax: (404) 657-1123  
lepsi@dhs.ga.gov  
2 Peachtree Street N.W.  
Suite 29-103  
Atlanta, GA 30303
  
- **Georgia Department of Community Affairs**  
Attn: Christy Barnes, DCA LAP Coordinator  
DCA 504 Coordinator  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231  
fairhousing@dca.ga.gov  
404-679-5291  
[https://www.dca.ga.gov/sites/default/files/dca\\_lap.pdf](https://www.dca.ga.gov/sites/default/files/dca_lap.pdf)
  
- **iSpeak ATL**  
<https://www.welcomingatlanta.com/ispeakatl/>  
Mayor's Office of Immigrant Affairs  
Suite 2400  
55 Trinity Ave SE  
Atlanta GA 303016  
Email: [ispeakATL@atlantaga.gov](mailto:ispeakATL@atlantaga.gov)
  
- Interpreters Unlimited (In person only – 800-726-9891)
- Language Line Services (Telephonic or recording – 800-752-6096)
- LATN, Inc. (In-person or telephonic – 800-943-5286)
- Peach State Health Plan Interpreter & Translation Services
- Contractor Listing for Translation and Interpretation Services
- Contractor Listing for Linguistic Training and Education Services
- American Association of Language Specialists
- American Translators Association
- Federal LEP Website

**Appendix 1: I Speak Card**

# I Speak...

## Language Identification Guide

**A**

Amharic  
አዲ አማርኛ ነው ምናልባት.

Arabic  
أنا أتحدث اللغة العربية

Armenian  
Ես խոսում եմ հայերեն

**B**

Bengali  
আমি বাংলা ভাষা বলতে পারি

Bosnian  
Ja govorim bosanski

Bulgarian  
Аз говоря български

Burmese  
ကျွန်ုပ်တို့သည် မြန်မာစကားပြောနိုင်ပါသည်။

**C**

Cambodian  
ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese  
我講廣東話 (Traditional)  
我讲广东话 (Simplified)

Cebuano  
Pakiusap

Czechian  
Govorim česky

Czech  
Mluvim česky

**D**

Danish  
Jeg taler dansk

Dari  
من دری حرف می زنم

Dutch  
Ik spreek het nederlands

**E**

Esperanto  
Mi parolas esperanto

**F**

Finnish  
Puhun suomea

French  
Je parle français

**G**

German  
Ich spreche Deutsch

Greek  
Μιλώ ελληνικά

Gujarati  
હું ગુજરાતી બોલું છું

**H**

Haitian Creole  
Mwen kapab pale kreòl ayisyen

Hebrew  
אני מדבר עברית

Hindi  
मैं हिंदी बोलता हूँ।

Hmong  
Kaw hmo koj muab

Hungarian  
Beszélök magyarul

**I**

Icelandic  
Ég tala íslenska

Ido  
Aparokas ni Idoano

Indonesian  
Saya bisa berbahasa Indonesia

Italian  
Parlo italiano

**J**

Japanese  
私は日本語を話します

**K**

Kazakh  
Қазақ тілін білемін

Korean  
한국어를 합니다

Kurdish  
Mî min kurmî jiyanî

Kurmali  
Mî min kurmali jiyanî

**L**

Latvian  
Mēs runājam latviski

Lithuanian  
Aš kalbu lietuviškai

**M**

Maori  
Eāu whakaaro māori māu

Mandarin  
我讲普通话

Manx  
M'ynsagh shanaghtyn

**N**

Norwegian  
Jeg snakker norsk

**P**

Persian  
من فارسی صحبت می کنم

Polish  
Mówię po polsku

Portuguese  
Eu falo português do Brasil

Romanian  
Eu știu portughez de România

Russian  
Я знаю португальский язык

Slovak  
Môj materinský jazyk je slovenský

**Q**

Quechua  
Ayni rimayni q'ach'aq

Quirino  
Ika-quirino

**R**

Romanian  
Vorbesesc romana

Russian  
Я знаю русский язык

**S**

Serbian  
Ja govorim srpski

Swahili  
Ninaoa Kiswahili

**T**

Tamil  
நான் தமிழ் பேசுகிறேன்

Thai  
พูดภาษาไทย

Turkish  
Türkçe konuşurum

**U**

Ukrainian  
Я знаю українську мову

Urdu  
میں اردو بولتی ہوں

**V**

Vietnamese  
Tôi nói tiếng Việt

**W**

Welsh  
Dwi'n siarad

**X**

Xhosa  
Ndiinkhona isiXhosa

**Y**

Yiddish  
איך קען יידיש

Yoruba  
Mo so Yoruba

**Z**

Zulu  
Ngokuthetha izulu

Executive Order 13166 requires DHS to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

*I Speak* is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (OCR). Other resources at [www.isp.gov](http://www.isp.gov)

Contact the DHS Office for Civil Rights and Civil Liberties' CRCL Institute at [CRCLInstitute@dhs.gov](mailto:CRCLInstitute@dhs.gov) for digital copies of this poster or a "I Speak" booklet.

Download copies of the DHS EOP plan and guidance to recipients of financial assistance at [www.dhs.gov/civil](http://www.dhs.gov/civil)

**Homeland Security**

Page 15 of



Georgia Emergency Management and Homeland Security Agency

**LIMITED ENGLISH PROFICIENCY COMPLAINT FORM**

The purpose of this document is to help you file a Limited English Proficiency (LEP) complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

**1. Information about the person who is filing the LEP complaint:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

**2. Information about the person(s) who failed to properly provide information to the LEP person:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**3. Information about the agency or organization involved:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**4. Are there other individuals or organizations involved in this LEP complaint?**

- Yes
- No

**If yes, please provide their name, telephone number, and address below:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code

**5. Describe the nature of the interaction and any suspected violations:**

**6. Explain in detail what happened, when, and how the person(s) or entity denied meaningful access to a GEMA/HS or sub-recipient service, activity, program, or other benefit.**

**7. What other information do you think might be helpful to an investigation?**

**8. Please list below any persons (witnesses, people involved, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code

**9. Have you or others filed a case or complaint regarding this allegation with any of the following?**

- Office of Equal Rights, Federal Emergency Management Agency
- Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
- U.S. Equal Employment Opportunity Commission
- Other Federal Agency
- Federal or State Court
- Other State of Georgia Agency, Authority, or Office
- Other: \_\_\_\_\_

**10. Issues with:**

- Spanish (Español)
- Chinese 中国人
- Korean 한국어
- Vietnamese Tiếng Việt
- French (Français)
- Arabic 阿拉伯语
- Lack of signs informing the public of interpretation and translation
- Lack of forms/materials/notices in a language I can understand
- I was not offered an interpreter
- I asked for an interpreter and was denied
- Lack of bilingual personnel, so delay in services
- The interpreter's skills were not good
- I was unable to use the services, programs, or activities

**11. Information about the person filing this complaint, if the complaint is being submitted on behalf of another:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

You may submit the form by email to [language.access.coordinator@gema.ga.gov](mailto:language.access.coordinator@gema.ga.gov).

Or send via U.S. Mail to the following address:

Georgia Emergency Management and Homeland Security Agency  
Attention: Language Access Coordinator  
P.O. Box 18055  
Atlanta, Georgia 30316





# **THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY**

## **Responding to Discrimination Complaints Relating to Federal Grant Programs**

**2022**

### **Purpose**

The intent of this policy is to ensure that subrecipients which receive grant funds from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) do not discriminate against any client, customer, program participant, employee, or consumer based on race, color, religion, sex, national origin, age, English proficiency, or physical or mental disability. This policy establishes the procedures for GEMA/HS employees to follow when they receive or wish to make a complaint alleging discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice (DOJ) or the U.S. Department of Homeland Security (DHS), whether within GEMA/HS or a subrecipient.

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### **Complying with Laws and Policies that Prohibit Discrimination**

GEMA/HS shall comply with all applicable federal and state laws, rules, and regulations prohibiting discrimination. GEMA/HS shall appropriately address all complaints from any person who believes that a GEMA/HS subrecipient has discriminated against them in violation of federal and/or state law or regulation in the delivery of services or benefits.

#### **Policy**

All employees, job applicants, clients, customers, program participants, and consumers of GEMA/HS and its subrecipients shall be treated equally regardless of race, color, religion, national origin, age, English proficiency, or physical or mental disability, sexual orientation, or gender identity.

Individuals have the right to participate in programs, activities, and services operated by GEMA/HS and its subrecipients without discrimination. Statutes and regulations that apply include, but are not limited to, the following:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 200d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C and D, and DHS implementing regulations at 6 C.F.R. Part 21 and 44 C.F.R. Part 7;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Titles I, II, and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. §12101-12213 and §12131-34), and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D and 28 C.F.R. Part 54, and the DHS implementing regulations at 6 C.F.R. Part 17 and 44 C.F.R. Part 19;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I;
- Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services

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in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601);

- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (34 U.S.C. §10228(c), see also 34 U.S.C. §11182(b)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38);
- The Victims of Crime Act (VOCA) of 1984, which prohibits discrimination based on race, color, religion, national origin, handicap, or sex (34 U.S.C. §20110(e));
- The Violence Against Women Act (VAWA) of 2013, which prohibits discrimination on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability (34 U.S.C. §12291(b)(13));
- The DHS regulation, which prohibits discrimination based on religion in social service programs (6 C.F.R. Part 19);
- Executive Order 13166, “Improving Access To Services For Persons With Limited English Proficiency”, which requires Federal agencies to develop and implement a plan to provide services to those persons with limited English proficiency (LEP) to ensure meaningful access to programs and activities conducted by those agencies;
- Georgia’s Fair Employment Practices Act of 1978, found at O.C.G.A. § 45-19-29, et seq., which prohibits public employers with 15 or more employees from engaging in discrimination on account of an individual’s race, color, religion, sex, age, national origin, or disability;
- Georgia’s Sex Discrimination in Employment Act of 1966, found at O.C.G.A. § 34-5-1, et seq., which mimics the Equal Pay Act of 1963, in that it prohibits discrimination between employees in the same establishment, on the basis of sex, in their compensation for comparable work;
- Georgia’s General Age Discrimination Law of 1971, found at O.C.G.A. § 34-1-2, which makes it a criminal misdemeanor to discriminate against any person between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction. The individual must be qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or her for which he or she applies;

- Georgia's Equal Employment for Persons with Disabilities Code of 1981, found O.C.G.A. § 34-6A-1, et seq., which mimics the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended, in that it prohibits discrimination because of an individual's disability with respect to wages, rates of pay, hours, or other terms and conditions of employment because of such person's disability unless such disability restricts that individual's ability to engage in the particular job or occupation for which he or she is eligible. The Code has no administrative prerequisites to filing suit; and
- Atlanta Ordinance No. 2000-79, § 1, which applies to employers located within the City of Atlanta with ten or more employees. The Ordinance prohibits employment discrimination based on race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability.

### **Definitions**

**Complaint Coordinator:** A person or persons designated by GEMA/HS to ensure that received complaints are acted upon in a timely manner.

**Discrimination:** The treatment or consideration of, or making a distinction in favor of or against, a person based on the person's legally recognized protected category (including race, color, national origin, gender, age, sexual orientation, gender identity, religion, English proficiency, or disability) to which that person belongs rather on individual merit. There are various federal and state laws and rules that further describe the specific types of discrimination.

**Retaliation:** The act of harassing, threatening, demoting, firing, or otherwise negatively targeting a complainant as a direct result of the complainant opposing unlawful discrimination.

**Subrecipient:** A non-Federal entity that receives a grant sub-award from GEMA/HS to carry out part of a Federal program. A subrecipient does not include an individual that is a beneficiary of such a program.

### **Complaint Procedures**

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient may submit a complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS on behalf of him/herself or on behalf of another. Any such individual has the right, and is encouraged, to file a written complaint with the Office for Civil Rights in the DOJ (OCR), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the relevant federal grant is funded by the DOJ, the complaint may be sent directly to the OCR using the *Complaint Verification Form* and *Identity Release Statement*, which are available at: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>.

The completed forms should be sent to:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street NW  
Washington, D.C. 20531

2. If the relevant federal grant is funded by the DHS, the complaint may be sent directly to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: [CRCLCompliance@hq.dhs.gov](mailto:CRCLCompliance@hq.dhs.gov). A second available method is fax: 202-401-4708. The complaint may also be sent via mail:

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

3. For federal grants funded by either DOJ or DHS, the complaint may also be submitted directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: [grants.complaint.coordinator@gema.ga.gov](mailto:grants.complaint.coordinator@gema.ga.gov). The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency  
Grants Complaint Coordinator  
935 United Avenue SE  
Atlanta, Georgia 30316

### **Additional Agencies for Filing Discrimination Complaints**

In addition to the option for filing a discrimination complaint with GEMA/HS, the OCR, or the CRCL, discrimination complaints may be filed directly with a court, as well as the following state and federal administrative agencies, whose function is to enforce state and federal laws that prohibit discrimination:

- Equal Employment Opportunity Commission (EEOC)  
<http://www.eeoc.gov/employees/charge.cfm>
- Georgia Commission on Equal Opportunity (GCEO)  
<https://gceo.georgia.gov/>

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### **GEMA/HS Procedures for Processing Complaint**

1. A group of GEMA/HS employees will collectively act as the Complaint Coordinator for processing complaints of discrimination associated with this policy.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS subrecipient concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Complaint Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Complaint Coordinator and that GEMA/HS employee should follow the procedures set out in HR-14, GEMA/HS's Grievance Procedures Policy.
4. For any complaint received by the Complaint Coordinator that is submitted directly to GEMA/HS, the Complaint Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Complaint Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General; the GCEO; the EEOC; the OCR; or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC, OCR, or CRCL, as appropriate.
6. Notwithstanding paragraph 5, for any complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, GEMA/HS shall notify the OCR or CRCL, as appropriate, in writing of the following:
  - a. Name of complainant
  - b. Entity named in the complaint
  - c. Description of the complaint of discrimination
  - d. Steps being undertaken to investigate and resolve complaint

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In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OCR or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street NW  
Washington, D.C. 20531

U.S. Department of Homeland Security  
Office for Civil Rights and Civil Liberties  
Compliance Branch  
245 Murray Lane, SW  
Building 410, Mail Stop #0190  
Washington, D.C. 20528

### **Notification**

GEMA/HS will post this policy on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS.

### **Monitoring Subrecipients' Response Procedures**

As part of a grant program review, GEMA/HS staff will review the subrecipient's procedures for responding to discrimination complaints that employees, clients, customers, program participants, or consumers of the subrecipients have filed directly with the subrecipient. If the procedures do not exist, or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and
- e. Notify complainant that a complaint of discrimination may be filed directly with the OCR, CRCL, EEOC, GCEO, or GEMA/HS, and where to locate those procedures.

### **Training**

1. GEMA/HS will provide periodic training for all employees regarding the discrimination complaint procedures.
2. GEMA/HS will facilitate civil rights requirements training for subrecipients. Such training may be arranged:

- a. In conjunction with grant management training;
- b. Online through the GEMA/HS website;
- c. At the request of the subrecipient; or
- d. As a result of a grant program review.





Georgia Emergency Management and Homeland Security Agency

**DISCRIMINATION COMPLAINT FORM**

The purpose of this document is to help you file a discrimination complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice or the U.S. Department of Homeland Security, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

**1. Information about the person who experienced the alleged discrimination:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

**2. Information about the person(s) who is alleged to have discriminated:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**3. Information about the agency or organization involved:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

**4. Are there other individuals or organizations involved in this discrimination complaint?**

- Yes
- No

**If yes, please provide their name, telephone number, and address below:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code

**5. Describe the nature of the alleged discrimination involved:**

**6. Explain in detail what happened, when, and how the alleged discrimination occurred. State who was involved and how other persons were treated differently.**

**7. What other information do you think might be helpful to an investigation?**

**8. Please list below any persons (witnesses, fellow employees, supervisors, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:**

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address                      City                      State                      Zip Code

**9. Have you or others filed a case or complaint regarding this allegation with any of the following?**

- Office for Civil Rights, U.S. Department of Justice
- Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
- U.S. Equal Employment Opportunity Commission
- Other Federal Agency
- Federal or State Court
- Georgia Department of Labor
- Other: \_\_\_\_\_

**10. If any of the above were selected, please provide the following information:**

Name of Agency: \_\_\_\_\_

Date Filed: \_\_\_\_\_

Case or Docket #: \_\_\_\_\_

Date of Trial/Hearing: \_\_\_\_\_

Location of Agency/Court: \_\_\_\_\_

Investigator: \_\_\_\_\_

Status of Case: \_\_\_\_\_

**11. Information about the person filing this complaint, if the complaint is being submitted on behalf of another:**

Name: \_\_\_\_\_  
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street Address City State Zip Code

Email (Optional): \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**You may submit the form by email to [grants.complaint.coordinator@gema.ga.gov](mailto:grants.complaint.coordinator@gema.ga.gov).**

**Or send via U.S. Mail to the following address:**

Georgia Emergency Management and Homeland Security Agency  
Attention: Grants Complaint Coordinator  
P.O. Box 18055  
Atlanta, Georgia 30316

**EXHIBIT "H"**

**Federal Funding Accountability and Transparency Act Certification**

**In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.**

Sub-award Number: **HMGP 4400-0016**

Federal Agency Name: **Federal Emergency Management Agency**

CFDA Program Number and Program Title: **97.039 Hazard Mitigation Grant Program (HMGP)**

Sub-award Project Description: **Decatur County Fixed Generators**

1. Sub-awardee DUNS Number \_\_\_\_\_
2. Sub-awardee Name \_\_\_\_\_
3. Sub-awardee DBA Name \_\_\_\_\_
4. Sub-awardee Address \_\_\_\_\_
5. If DBA, Sub-awardee Parent DUNS Number \_\_\_\_\_
6. Sub-award Principle Place of Project Performance \_\_\_\_\_
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If Yes, continue to question 8. If No, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If Yes, continue to question 9. If No, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 If Yes, continue to question 9. If No, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

- 1. \_\_\_\_\_ \$ \_\_\_\_\_
- 2. \_\_\_\_\_ \$ \_\_\_\_\_
- 3. \_\_\_\_\_ \$ \_\_\_\_\_
- 4. \_\_\_\_\_ \$ \_\_\_\_\_
- 5. \_\_\_\_\_ \$ \_\_\_\_\_

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.**

Sub-award Obligation/Agency Name: \_\_\_\_\_

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Sub-award Obligation/Action Date: \_\_\_\_\_

March 7, 2024

Decatur County Board of Commissioners  
203 W. Broughton St.  
Bainbridge, GA 39818  
Attn.: Mr. Alan Thomas, County Administrator

Re: Decatur County Industrial Air Park  
Rehabilitate Runway 14/32  
PA Project # 20213184.0002

Dear Mr. Thomas:

Two (2) bids for the above-referenced project were received by Wednesday, March 6, 2024, at 2:00 PM local time. The bids were reviewed and tabulated (see attached); and the bids broke down as follows:

Bidder	Base Bid
Griffin Grading & Concrete, LLC	\$3,870,842.25
Oxford Construction Company	\$4,386,448.10

A review of the bid proposal submitted by Griffin Grading & Concrete (Griffin) indicated that all required bid forms, documents, and bonds were included (see attached).

Based on our review of the information submitted, we recommend award of the Contract to Griffin Grading & Concrete, LLC in accordance with the conditions of award stipulated in the bid documents and contingent upon Georgia Department of Transportation (GDOT) concurrence and funding. Please note that this is a unit price contract; and the bid amounts are based on an estimate of the construction quantities.

We will be happy to prepare and issue a Notice of Award letter to Griffin on your behalf after the Board of Commissioners has voted to award the contract at their March 12, 2024 meeting. Please contact us should you disagree with our recommendation and decide not to award to Griffin, so we may discuss your options as they relate to the Contract Documents. Please note that, per the Instructions to Bidders, Award of Contract, the County has 90 days to award the contract from the bid opening date of March 6, 2024.

By copy of this letter, we are requesting GDOT concurrence of award; and upon the County voting to award the contract, either the addition of the project's pay items to an existing grant or the preparation of a new grant for this project.

Please feel free to contact me if you have any questions or need any additional information.

Sincerely,



Michael R. Joseph, PE  
Program Manager

Enclosures

cc: Ronnie Hall, GDOT Aviation Programs  
Tommy Johnson, Decatur County

**CERTIFIED BID TABULATION**

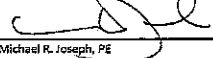
Project Name: Rehabilitate Runway 14/32  
 Proj. Location: Decatur County Industrial Air Park (BGE - Bainbridge, GA)

PA Project No.: 20213184.0002  
 Bid Opening: March 6, 2024, 2:00 PM

BASE BID				Griffin Grading & Concrete, LLC 1179 Hwy 280 West Cardele, GA 31015		Oxford Construction Company 3200 Palmyra Road Albany, GA 31707		
NO.	ITEM CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	C-100-14.1	Contractor Quality Control Program (CQCP)	1	LS	\$ 69,852.29	\$ 69,852.29	\$ 25,500.00	\$ 25,500.00
2	C-102-5.1	Temporary Seeding and Mulching	9	AC	\$ 3,300.00	\$ 29,700.00	\$ 1,000.00	\$ 9,000.00
3	C-102-5.2	Temporary Construction Exit	1	EA	\$ 5,158.18	\$ 5,158.18	\$ 4,250.00	\$ 4,250.00
4	C-102-5.3	Silt Fence	18,298	LF	\$ 5.50	\$ 100,639.00	\$ 3.50	\$ 64,043.00
5	C-102-5.4	GSWCC Permit	1	LS	\$ 2,035.00	\$ 2,035.00	\$ 30,000.00	\$ 30,000.00
6	C-103-3.1	Project Survey, Stakeout, and Record Drawing	1	LS	\$ 33,000.00	\$ 33,000.00	\$ 321,500.00	\$ 321,500.00
7	C-105-6.1	Mobilization	1	LS	\$ 218,577.52	\$ 218,577.52	\$ 337,500.00	\$ 337,500.00
8	C-107-4.1	Maintenance of Traffic and Airfield Safety	1	LS	\$ 49,105.80	\$ 49,105.80	\$ 310,000.00	\$ 310,000.00
9	P-101-5.1	Remove Full Depth Pavement	10,960	SY	\$ 5.15	\$ 56,444.00	\$ 7.75	\$ 84,940.00
10	P-101-5.2	Remove Shoulder Pavement	22,835	SY	\$ 5.82	\$ 132,899.70	\$ 7.50	\$ 171,262.50
11	P-101-5.3	Pavement Milling (2")	47,016	SY	\$ 2.06	\$ 96,852.96	\$ 7.00	\$ 329,112.00
12	P-101-5.4	Pavement Marking Removal by Waterblasting	11	SF	\$ 55.00	\$ 605.00	\$ 55.00	\$ 605.00
13	P-152-4.1	Unclassified Excavation	2,650	CY	\$ 12.95	\$ 34,058.50	\$ 20.00	\$ 52,600.00
14	P-152-4.2	Unsuitable Excavation	500	CY	\$ 40.36	\$ 20,180.00	\$ 50.00	\$ 25,000.00
15	P-152-4.3	Geogrid	1,000	SY	\$ 5.21	\$ 5,210.00	\$ 2.00	\$ 2,000.00
16	P-209-5.1	Crushed Aggregate Base Course (8-inch Depth)	2,700	CY	\$ 111.45	\$ 300,915.00	\$ 120.00	\$ 324,000.00
17	GDOT-400	Bituminous Surface Course	16,250	TONS	\$ 161.88	\$ 2,630,550.00	\$ 131.80	\$ 2,141,750.00
18	P-602-5.1	Emulsified Asphalt Prime Coat	870	GAL	\$ 3.51	\$ 3,053.70	\$ 10.00	\$ 8,700.00
19	P-603-5.1	Emulsified Asphalt Tack Coat	3,250	GAL	\$ 4.64	\$ 15,080.00	\$ 21.00	\$ 68,250.00
20	P-620-5.1	Temporary Reflectorized Pavement Marking, White	4,841	SF	\$ 2.20	\$ 10,650.20	\$ 2.20	\$ 10,650.20
21	P-620-5.2	Permanent Reflectorized Pavement Marking, White	4,841	SF	\$ 2.20	\$ 10,650.20	\$ 2.20	\$ 10,650.20
22	P-620-5.3	Temporary Reflectorized Pavement Marking, Yellow	2,508	SF	\$ 2.20	\$ 5,517.60	\$ 2.20	\$ 5,517.60
23	P-620-5.4	Permanent Reflectorized Pavement Marking, Yellow	2,508	SF	\$ 2.20	\$ 5,517.60	\$ 2.20	\$ 5,517.60
24	T-801-5.1	Permanent Seeding	9	AC	\$ 3,300.00	\$ 29,700.00	\$ 2,250.00	\$ 20,250.00
25	T-808-5.1	Mulching	9	AC	\$ 1,210.00	\$ 10,890.00	\$ 2,690.00	\$ 23,850.00
<b>TOTAL BID, BASE BID</b>				<b>USD</b>		<b>\$ 3,870,842.25</b>		<b>\$ 4,386,448.10</b>

\* Unit Costs shown above are based on the "unit price in words" provided by bidders on the Bid Form.

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the tabulation of bids which were opened at the Decatur County Board of Commissioners Office on March 6, 2024 at 2:00 PM local time for the above-referenced project.

  
 Michael R. Joseph, PE  
 Passero Associates



**PASSERO**  
 engineering architecture

**PROPOSAL GUARANTEE BOND (5%)  
DECATUR COUNTY INDUSTRIAL AIR PARK (BGE)**

KNOW All Men By These Presents, that  
Griffin Grading & Concrete, LLC  
1179 Hwy 280 West  
Cordele, GA 31015

(hereinafter called the "Principal"). Principal and the Western Surety Company  
a corporation created and existing under the laws of the State of SD  
with its principal office in the City of Chicago and licensed to do business in the State of  
Georgia (hereinafter called the "Surety"), is held and firmly bound unto Decatur County Board of  
Commissioners, or their duly authorized representative, acting for the Owner, hereinafter called the  
"Owner"), in the full and just sum of \_\_\_\_\_

Five Percent of Amount Bid (\$ 5% )

good and lawful money of the United States of America, to be paid at sight, without protest, of which sum  
of money will and truly to be paid, the said Surety binds itself, its heirs, executors, administrators, successors  
and assigns, jointly and severally, firmly by these presents.

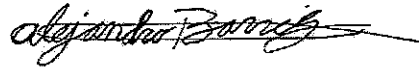
The condition of this obligation is such as to operate as a guarantee that the Principal will fully and promptly  
execute a contract and cause to be executed performance and payment bonds acceptable to the Owner, all  
set forth in the Proposal or bid, should the same be accepted, and that not longer than fifteen (15) days  
after the receipt by the notification of acceptance of this Proposal and this receipt by the Principal of contract  
forms from the Owner, he will execute a contract on the basis of the terms, conditions and unit prices set  
forth in his Proposal or bid, together with and accompanied by performance and payment bonds,  
satisfactory to the Owner, in the amount determined by the Owner, not to exceed the total amount of the  
contract; it is also required that the Contractor begin work within ten (10) days after notice to proceed by  
the Owner, and further agrees that within fifteen (15) days after given notice to proceed by the Owner to  
have at work all of the equipment specified, along with other necessary equipment as set out in the Special  
Provision; and that failure to perform or comply with any or all of the foregoing requirements within the  
time set forth above, shag be just and adequate cause for the annulment of the award, the amount of this  
guarantee shall immediately be at the disposal of the Owner, not as a penalty, but as an agreed liquidated  
damage. Should each and all of the foregoing conditions be fulfilled and Performance and Payment Bonds,  
as set forth in the Proposal, be executed, bonds being satisfactory to the Owner, this obligation shall be  
null and void, otherwise in full force and effect.



In testimony whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

This 6th day of March, 2024.

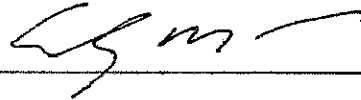
WITNESS.



Griffin Grading & Concrete, LLC

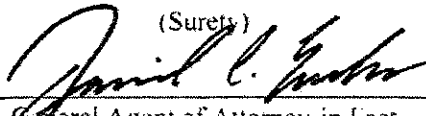
(Principal)

BY:



Western Surety Company

BY:

(Surety)  


General Agent of Attorney-in-Fact  
David C. Eades, Attorney-in-Fact



(SEAL)

NOTE: Each agent representing such Surety Company must file with the Owner his Power of Attorney duly executed by said Surety Company. The Surety Company must be listed on U.S. Treasury Circular 570.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Carrie J Key, Emmett H Hall, David C Eades, Avery C Kenimer, Bradley B Lastinger, Individually**

of Atlanta, GA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of December, 2021



WESTERN SURETY COMPANY

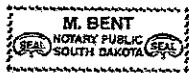
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 8th day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6<sup>th</sup> day of March, 2024



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2013

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**PROPOSAL DOCUMENTS**

**DECATUR COUNTY INDUSTRIAL AIR PARK (BGE)**

Failure to furnish all requested data will be cause for considering Bidder nonresponsive and may render this Bid invalid on that basis.

**BID FOR: REHABILITATE RUNWAY 14/32**

**SUBMITTED TO: Decatur County Board of Commissioners  
203 W. BROUGHTON STREET  
BAINBRIDGE, GA 39817**

**SUBMITTED BY: Griffin Grading & Concrete, LLC**  
Bidder's Name

Address 1179 US-280  
Cordele, GA 31015

City, State, Zip Code

Telephone/Email 229-276-0888

The undersigned bidder has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work, has carefully examined the drawings, the Advertisement, Proposal, Proposal Bond, Contract, Performance and Payment Bonds, Instructions to Bidders, General Conditions, General Provisions, and Special Provisions; and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this Proposal, to execute within **fifteen (15)** calendar days after notice of award, the required Contract and the Performance Bond and Payment Bond, of which Contract this Proposal, the Plans for the work, and the Standard Specifications, with subsequent revisions shall be a part.

The undersigned bidder further agrees if awarded the contract on this proposal to begin work within **ten** days after the date of issuance of the Notice To Proceed unless otherwise

authorized by the Engineer, and further agrees that within **fifteen** days after the date of the notice to proceed to have at work all the equipment specified, along with such other necessary equipment as set out in the specifications.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Proposal, the Plans and the Specifications and set forth in the Proposal and to all "extra work" which may be required in connection with the construction and completion of the work as required by the Specifications Plans and Special Provisions.

For construction, the undersigned bidder has confirmed that the bidder's organization and equipment are available to perform the project. The bidder agrees, if deemed necessary by the Engineer, to increase this schedule of operations in order to complete the work within the time stated and to the satisfaction of the Engineer.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described.

The undersigned bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud. The bidder also declares that he/she will perform a minimum of 25 percent of the contract work by his/her own forces.


The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**Contract Time:** Bidder agrees that:

- (A) The Project Work will be completed within 72 calendar days (60 calendar days for Phase I and 12 calendar days for Phase II) from the date when the Contract Time commences.
- (B) He will commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work in the number of days stipulated from the date stated in said notice.
- (C) The quantities of work listed in the Bid Schedule are approximate and are assumed solely for comparison of Bids. Compensation will be based upon the price bid and actual quantities of work performed in accordance with the Contract Documents.
- (D) Liquidated damages for the delay in completion may be assessed in accordance with the following schedule: \$1,350 per calendar day for Phase I & \$1,750 per calendar day for Phase II.

The undersigned bidder submits herewith proposal guarantee in an amount of not less than five percent (5%) of the total amount of the proposal offered and agrees and consents that the proposal guarantee shall be forfeited to the Owner as liquidated damages if the required Contract, Performance Bond and Payment Bond are not executed within fifteen (15) calendar days from the Notice of Award and work has not started as required in the previous statements.

Griffin Grading & Concrete, LLC  
NAME OF BIDDER

BY:   
Andrew M. Poe  
NAME

President  
TITLE



**ADDENDUM NO. 1**  
**Bid Reference No. 20213184.0002**  
**GPR Event ID PE-64300-NONST-2024-000000006**

**Decatur County Board of  
Commissioners**



**REHABILITATE RUNWAY 14/32**  
**at**  
**Decatur County Industrial Air Park (BGE)**

**Bid Advertisement Date: February 5, 2024**  
**Addendum No. 1 Issue Date: February 28, 2024**

PREPARED BY:  
PASSERO ASSOCIATES, LLC

**PASSERO**  
engineering architecture

3855 Shallowford Road, Suite 310  
Marietta, GA 30062

Passero Project No. 20213184.0002  
GDOT Project No. AP023-9000-36(087) Decatur

**BID FORM**

REHABILITATE RUNWAY 14/32 DECATUR COUNTY INDUSTRIAL AIRPARK (BGE)						
NO.	PAY ITEM CODE	PAY ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	C-100-14.1	Contractor Quality Control Program (CQCP) Sixty-Three Thousand Eight Hundred Fifty-Two Dollars and Twenty-Nine Cents  (unit price in words)	1	LS	\$63,652.29	\$63,652.29
2	C-102-5.1	Temporary Seeding and Mutching Three Thousand Three Hundred Dollars  (unit price in words)	9	AC	\$3,300.00	\$29,700.00
3	C-102-5.2	Temporary Construction Exit Five Thousand One Hundred Fifty-Eight Dollars and Eighteen Cents  (unit price in words)	1	EA	\$5,158.18	\$5,158.18
4	C-102-5.3	Silt Fence Five Dollars and Fifty Cents  (unit price in words)	18,298	LF	\$5.50	\$100,639.00
5	C-102-5.4	GSWCC Permit Two Thousand Thirty-Five Dollars  (unit price in words)	1	LS	\$2,035.00	\$2,035.00
6	C-103-8.1	Project Survey, Stakeout, and Record Drawing Project Survey, Stakeout, and Record Drawing Thirty-Three Thousand Dollars  (unit price in words)	1	LS	\$33,000.00	\$33,000.00
7	C-105-6.1	Mobilization Two Hundred Eighteen Thousand Five Hundred Seventy-Seven Dollars and Fifty-Two Cents  (unit price in words)	1	LS	\$218,577.52	\$218,577.52
8	C-107-4.1	Maintenance of Traffic and Airfield Safety Forty-Nine Thousand One Hundred Five Dollars and Eighty Cents  (unit price in words)	1	LS	\$49,105.80	\$49,105.80
9	P-101-5.1	Remove Full Depth Pavement Five Dollars and Fifteen Cents  (unit price in words)	10,960	SY	\$5.15	\$56,444.00
10	P-101-5.2	Remove Shoulder Pavement Five Dollars and Eighty-Two Cents  (unit price in words)	22,835	SY	\$5.82	\$132,899.70
11	P-101-5.3	Pavement Milling (2") Two Dollars and Six Cents  (unit price in words)	47,016	SY	\$2.06	\$96,852.96
12	P-101-5.4	Pavement Marking Removal by Waterblasting Fifty-Five Dollars  (unit price in words)	11	SF	\$55.00	\$605.00
13	P-152-4.1	Unclassified Excavation Twelve Dollars and Ninety-Five Cents  (unit price in words)	2,630	CY	\$12.95	\$34,058.50
14	P-152-4.2	Unsuitable Excavation Forty Dollars and Thirty-Six Cents  (unit price in words)	500	CY	\$40.36	\$20,180.00
15	P-152-4.3	Geogrid Five Dollars and Twenty-One Cents  (unit price in words)	1,000	SY	\$5.21	\$5,210.00
16	P-209-5.1	Crushed Aggregate Base Course (8-Inch Depth) One Hundred Eleven Dollars and Forty-Five Cents  (unit price in words)	2,700	CY	\$111.45	\$300,915.00
17	GOOT-400	Bituminous Surface Course One Hundred Sixty-One Dollars and Eighty-Eight Cents  (unit price in words)	16,250	TONS	\$161.88	\$2,630,550.00







**CERTIFICATE OF CORPORATE BIDDER**

I, William H Griffin IV, certify that I am Secretary of the corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of Georgia; that Andrew M. Poe and Alejandro Barrios who executed this proposal on behalf of the bidder were, then and there, President and Administrator respectively, and that said proposal was duly signed by said officers for and in behalf of said corporation, pursuant to the authority of its governing body and within the scope of its corporate powers.

I further certify that the names and addresses of the owners of all outstanding stock of said corporation as of this date are as follows:

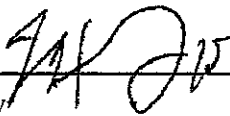
Owner: William H Griffin IV 270 Scenic Route Cordele, GA 31015

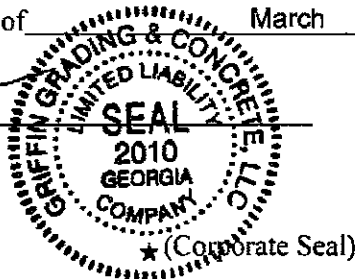
Owner: Jeremy Griffin 270 Scenic Route Cordele, GA 31015

Owner: Jesse Griffin 270 Scenic Route Cordele, GA 31015

Owner: Charlie Griffin 270 Scenic Route Cordele, GA 31015

This 06th day of March, 2024.

Secretary 




**CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY CORPORATION,  
PARTNERSHIP OR SOLE OWNER**

I, the undersigned Andrew M. Poe, am the  
President of Griffin Grading & Concrete, LLC,

a Georgia limited liability company (the "LLC") or Partnership, or Sole Owner. In order to induce Decatur County Board of Commissioners (the COUNTY) to enter into a contract with the LLC, Partnership, or Sole Owner executed on its behalf by me, I do hereby personally guarantee to the COUNTY that I, **President** acting alone as \_\_\_\_\_, am vested with full power and authority to act for and on behalf of the LLC, Partnership, or Sole Owner in the execution of contracts between the LLC, Partnership or Sole Owner and the COUNTY, and any such contract(s) will be binding on the LLC, Partnership, or Sole Owner.

This 06th day of March, 2024.



  
Signature

FORM OF NONCONCLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Georgia

COUNTY OF Crisp

Andrew M. Poe

being first duly sworn, deposes and says that he/she is

President

(Sole owner, a partner, president, secretary, etc.)

of Griffin Grading & Concrete, LLC the party making the foregoing Proposal or BID that such BID is genuine and not collusive or sham; that said BIDDER has not colluded, conspired, connived, or agreed, directly or indirectly, with any BIDDER or person, to put in a sham BID, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other BIDDER, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other BIDDER, or to secure any advantage against OWNER any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such BIDDER has not, directly or indirectly submitted this BID, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Griffin Grading & Concrete, LLC

(Bidder)

Andrew M. Poe, President

Sworn to and subscribed before me this

06th day of March, 2024.

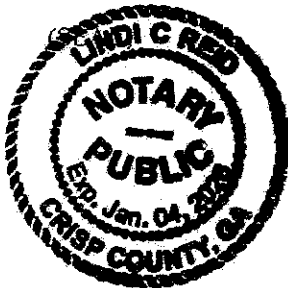
Lindi Reid

Notary Public in and for Lindi Reid

Crisp County Georgia




My Commission expires Jan 4th 2026



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

  
\_\_\_\_\_  
Signature of Contractor    Andrew M. Poe

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
03/06/2024  
Date



**CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR  
MANUFACTURED PRODUCTS**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (  ) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- 1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- 2. To faithfully comply with providing US domestic product
- 3. To furnish US domestic product for any waiver request that the FAA rejects
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- 1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- 2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- 3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
- 4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation

Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)

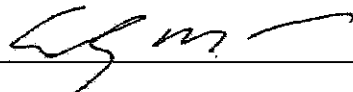
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

03/06/2024  
Date

  
Signature

Griffin Grading & Concrete, LLC  
Company Name

President  
Title



## CERTIFICATION REGARDING FOREIGN PARTICIPATION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. This Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge of the certification of erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United State of America and the making of a false, fictitious, fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

  
\_\_\_\_\_  
Signature of Contractor



Andrew M. Poe, President  
\_\_\_\_\_  
Title

## CERTIFICATE OF NONSEGREGATED FACILITIES

The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

If the bidder has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instructions, the bidder shall submit written evidence of required compliance prior to award and within ten (10) days after opening of bids.

The Contractor or Subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

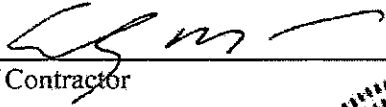
Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal

Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, Section 1001.



\_\_\_\_\_  
Signature of Contractor

Andrew M. Poe, President  
Title



**EQUAL OPPORTUNITY REPORT STATEMENT**

The Bidder shall complete the following statement by checking the appropriate spaces. Failure to complete these blanks may be grounds for rejection of bid.

The Bidder  has not  participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 11246 dated September 1965, or Executive Order 11114, dated June 2, 1963.

The Bidder  has not  submitted compliance reports in connection with any such contract as required by applicable instructions.

If the Bidder has participated in a previous contract subject to the nondiscrimination clause and has not submitted compliance reports as required by applicable instruction, the bidder shall submit written evidence of required compliance within ten (10) days after opening of bids.

The Bidder certifies that he/she does  does not  employ **fifty (50)** or more employees.

**PERFORMANCE OF WORK BY SUBCONTRACTORS**

The Bidder hereby states that he/she proposes, if awarded the Contract, to use the following subcontractors on this project. List below all proposed subcontractors and trade specialties.  
(List only one subcontractor for each item.)

Item	Subcontractor
<u>Supplies</u>	<u>Bullzeye Equipment and Supply INC.</u>
<u>Landscape</u>	<u>TURNER CO. &amp; EROSION CONTROL, INC.</u>
_____	_____

Other (Describe)

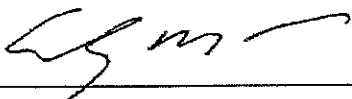
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Total Cost of Items that BIDDER states will be performed by Subcontractor(s):

(\$ \$297,140.00 )

  
\_\_\_\_\_

Signature of Contractor

Andrew M. Poe, President

Title

**REQUIREMENT OF 49 CFR PART 26 – (AS AMENDED)  
DISADVANTAGED BUSINESS ENTERPRISE**

The following bid conditions apply to this Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these bid conditions.

1. Definition - Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26, as amended.
2. Policy - It is the policy of DOT that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. DBE Obligation - The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. Compliance - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligations, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Owner.
5. Subcontract Clause - All bidders and potential Contractors hereby assure that they will include the above clauses in all subcontracts which offer further subcontracting opportunities.
6. Contract Award - Bidders are hereby advised that meeting DBE subcontract goals or making an acceptable good faith effort to meet such goals are conditions of being awarded this DOT assisted contract.

The Owner proposes to award the contract to the lowest responsive and responsive bidder submitting a reasonable bid provided he has met the goals for DBE participation or, if failing to meet the goals, he has made an acceptable good faith effort to meet the established goals for the DBE participation. The bidder is advised that the owner reserves the right to reject any or all bids submitted.

7. Subcontract Goals - The attainment of goals established for this contract are to be measured as a percentage of the total dollar value of the contract. The goals established for this contract is 7.67% to be performed by the DBE's.
8. Available Certified DBEs - The Owner has developed a DBE Program and DBE Directory as required by 49 CFR Part 26. For this contract, the Owner will accept as certified, those DBE firms which are identified by the Small Business Administration (SBA) as 8(a) firms and those firms which are currently certified by other Department of Transportation (DOT) agencies (such as the Department of Transportation). Firms which desire certification which do not meet the SBA or other DOT agencies previous certification criteria are required by the Owner to complete the DOT recommended Schedule A or Schedule B (as applicable) in its entirety before they can be certified for this contract. Copies of Schedule A or Schedule B may be obtained from Owner. The act of simply filling out the Schedule A or Schedule B does not mean automatic certification by the Owner. The rules and procedures of 49 CFR Part 26 shall govern the certification process of the Owner.

9. Contractor's Required Submission - Prospective Contractors shall submit with his bid the following summary of "Letters of Intent" information concerning DBE participation.

The bidder/offeror will also be required to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
3. Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (2);

Subcontractor/Supplier Name	Work Item	Dollar Value of Work Item	Adjustment Factor K*	Equivalent Dollar Value of Work Item
Bullzeye Equipment and Supply INC.	Supplies	\$141,750.00		\$141,750.00
Turner Co & Erosion	Landscape	\$155,390.00		\$141,750.00

Total Value of Subcontract Work	\$ 297140.00
Total Dollar Value of Base Bid	\$ 3,870,842.25
Percent of Total	7.676%

The initial dollar value of a work item would be multiplied by the adjustment factor K to determine the equivalent dollar value of the work item.

K = 1.00 if the subcontracted firm completes the construction work with their own forces.

K = 1.00 if the subcontracted firm provides professional, technical consulting, or managerial services; or provides bonds or insurance specifically required for a DOT-assisted contract.

K = 1.00 if materials or supplies are obtained from a DBE manufacturer.

K = 0.60 if materials or supplies are obtained from a DBE dealer.

**For example:**

DBE Subcontractor 1 installs \$1,000 worth of electrical equipment. As the Subcontractor performed the work, the Adjustment Factor (K) would be 1.00. The equivalent dollar value of that work item would be  $\$1,000 \times 1.00 = \$1,000$ .

DBE Subcontractor 2 supplies \$1,000 worth of yellow paint for the runway and taxiway markings, but did not manufacture the paint. The Adjustment Factor (K) would be 0.60. The equivalent dollar value of that work item would be  $\$1,000 \times 0.60 = \$600$ .

If the Contractor fails to meet the DBE subcontract goals established in paragraph 7 above, the following information must be submitted with prospective Contractor's bid to assist the Owner in evaluating the efforts of the Contractor toward meeting DBE goals.

- a. Specify efforts used to identify and award contracts to minority businesses on this project.
- b. Describe the method used to notify the public and minority community of your solicitation of bids, quantities, specifications, and delivery schedule.
- c. Identify the solicitation time set up in Item b. above and describe any follow-up action taken after the initial solicitation to determine if DBEs were interested in subcontract work.
- d. Under this contract what work do you feel will be suitable for subcontracting?

- 1. Number of Contracts 2
- 2. Total Dollar Value \$297,140.00
- e. List the name, address and bid prices of minority businesses that submitted bids for subcontracts under this project?
- f. List DBE's that were rejected and give reasons for rejection.
- g. Describe efforts made to assist DBE's in obtaining bonding or insurance and submission of bids.
- h. Other actions to secure DBE participation.

10. CONTRACTOR ASSURANCES - The bidder hereby assures that he will meet one of the following as appropriate:


- a. The DBE participation goals as established in paragraph 7 above.
- b. The DBE participation percentage shown in paragraph 9 which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make an acceptable good faith effort to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor. Substitutions must be coordinated with and approved by the Owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

NAME OF BIDDER: Griffin Grading & Concrete, LLC

IRS NUMBER: Tax ID: 27-2981280 GDOT: 2GR650  
UC 302116 E-Verify: 741092

BY: 

TITLE: Andrew M. Poe, President

DATE: 03/06/2024



**CONTRACTOR  
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE  
ACT AFFIDAVIT AND AGREEMENT**

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 engaged in the physical performance of services on behalf of the Decatur County Board of Commissioners 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 Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

E-Verify: 741092

Federal Work Authorization/ E-Verify User Identification Number

06/25/2010

Date of Authorization

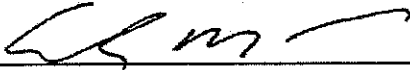
Griffin Grading & Concrete, LLC

Name of Contractor



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

March 6th 2024 in (city) Cordele, (state) Georgia.



Signature of Authorized Officer or Agent

Andrew M. Poe, President

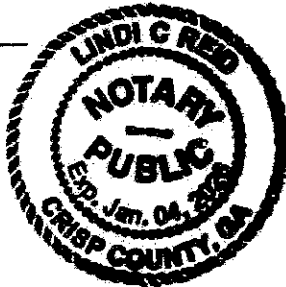
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 06th DAY OF March, 2024.

  
Lindi Reid

NOTARY PUBLIC

My Commission Expires: Jan 4th 2026





SAVE AFFIDAVIT

REQUIRED FOR LOCAL GOVERNMENT THAT MUST BE EXECUTED BY ANYONE ENTERING INTO A CONTRACT WITH A LOCAL GOVERNMENT

STATE OF GEORGIA
DECATUR COUNTY

By executing this affidavit under oath, as an applicant for a Decatur County, Bainbridge, Georgia contract as referenced in O.C.G.A. § 50-36-1 and the August 1, 2010, "Report of the Attorney General on Public Benefits," I am stating the following with respect to my ability to enter into a contract with Decatur County, Bainbridge, Georgia:

Andrew M. Poe

[Name of natural person applying on behalf of individual, business, corporation, partnership or other private entity]

As a representative of:

President of Griffin Grading & Concrete, LLC

(Name of the business, corporation, partnership, or other private entity)

1) [X] I am a United States citizen

OR

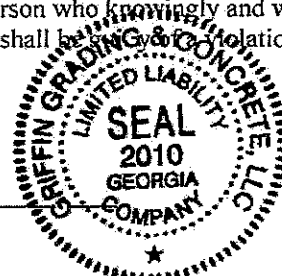
2) [ ] I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be in violation of O.C.G.A. § 16-10-20.

This day of March 06th, 20 24 .

Signature of Applicant:

[Handwritten signature of Andrew M. Poe]

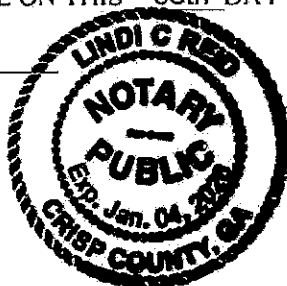


Printed Name: Andrew M. Poe, President

SUBSCRIBED AND SWORN BEFORE ME ON THIS 06th DAY OF March, 20 24 .

[Handwritten signature of Lindi Reid]

Notary Public Lindi Reid
My Commission Expires: Jan 4th 2026



\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Alien Registration number for non-citizens: \*

### STATEMENT OF BIDDER'S QUALIFICATIONS

All questions in this section must be answered. The data provided must be clear and comprehensive. This statement must be signed and notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he / she desires in response to each question.

The Sponsor reserves the right to reject any bid proposal that is not supported by documented qualifications and recent, relevant, successful project experience from the bidder, bidder's principal, bidder's project manager, bidder's construction superintendent or other related factor listed within this section.

1. Name of Bidder: Griffin Grading & Concrete, LLC
2. Permanent office address: 1179 US-280 Cordele, GA 31015
3. Years at permanent office address: 4 years
4. What is the general character of work performed by your company:  
Grading, Storm, Concrete, Asphalt Paving, Culverts, Bridges
5. How many years has the firm been engaged in the business related to this project, under present firm or trade name? 13 years
6. Are you licensed to do business as a contractor in Georgia for this project?  
 YES       No
7. Has your contractor's license been revoked at any time in the last five years?  
 YES       No
8. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was in default or terminated (in any way) by the project owner within the last five years?  
 YES       No
9. At the time of submitting this form, is your firm ineligible to bid on or be awarded any local, state or federal public works contract, or perform as a subcontractor on any such public works contract?  
 YES       No
10. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?  
 YES       No
11. In the past five years, have you ever failed to complete any work awarded to you?  
 YES       No
12. In the past five years, have you ever been terminated by the Owner of a project?  
 YES       No
13. In the last five years has your firm been assessed and paid liquidated damages prior to or after completion of the project under a construction contract with either a public or private owner?  
 YES       No

14. In the last five years has your firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing any government agency or public works project for any reason?  
 YES       No
15. In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?  
 YES       No
16. In the past five years has your firm filed any claim against a project owner or consultant concerning work on a project or payment for a contract and filed that claim in court or arbitration?  
 YES       No
17. In the last five years, have you sued an Owner of a project?  
 YES       No
18. In the past five years, have you sued a Consultant (engineer, architect or other) representing the Owner of a project?  
 YES       No
19. Identify and list all administrative, arbitration, or litigation actions, terminations, construction claims or the like (cumulatively referred to as "claims") related to issues arising from any construction contract performed within the past five (5) years for which the Bidder or its team members was a party. For each claim, identify the project, the parties to the claim, the court or jurisdiction (if applicable), the initiator of the claim and the final resolution, or if not resolved the status (attach additional sheets as needed).

Griffin Grading & Concrete, LLC has none of the issues stated above

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20. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed: Please see attached documents
1. Scope (size, type of construction, dollar-value) of the projects:
  2. Client's name, titles, and telephone numbers:
  3. Dates of Completion:
21. Experience for Bidder (Principal / Owner responsible for this project): Relevant and recent experience in similar work by the Bidder's Principal / Owner (responsible for this project) is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years: Please see attached documents
1. Scope (size, type of construction, dollar-value) of the projects:
  2. Client's name, title, and telephone numbers:

3. Dates of Completion:
22. Experience for Bidder (Business / Corporation): Relevant and recent experience in similar work by the Bidder is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years: Please see attached documents
    1. Scope (size, type of construction, dollar-value) of the projects:
    2. Client's name, title, and telephone numbers:
    3. Dates of Completion:
  23. Experience for Bidder (Project Manager): Relevant and recent experience in similar work is by the Bidder's Project Manager is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years: Please see attached contracts
    1. Scope (size, type of construction, dollar-value) of the projects:
    2. Client's name, title, and telephone numbers:
    3. Dates of Completion:
  24. Experience for Bidder (Construction Superintendent): Relevant and recent experience in similar work by the Bidder's Construction Superintendent is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years:
    1. Scope (size, type of construction, dollar-value) of the projects: Please see attached documents
    2. Client's name, title, and telephone numbers:
    3. Dates of Completion:
  25. Experience for Major Subcontractor (Any subcontractor that is completing more than 10% of the work): Relevant and recent experience in similar work by any subcontractor that is completing more than 10% of the work is required on this project. Please provide the following information on three (3) projects completed in the past three (3) years: Please see attached contracts
    1. Scope (size, type of construction, dollar-value) of the projects:
    2. Client's name, title, and telephone numbers:

**BIDDER'S BID-SUBMISSION CHECKLIST for  
REHABILITATE RUNWAY 14/32  
DECATUR COUNTY INDUSTRIAL AIR PARK (BGE)**

YES


- Proposal Bid Form
- Addendum Acknowledgement
- Proposal Guarantee Bond (5%)
- Certificate of Corporate Bidder OR Certificate of Authority for LLC OR Partnership OR Sole Owner
- Form of Noncollusion Affidavit
- Certification Regarding Debarment, Suspension, Ineligibility and Volunteer Exclusion
- Buy American Certification
- Certification Regarding Foreign Participation
- Certification of Nonsegregated Facilities
- Equal Opportunity Report Statement
- Performance of Work by Subcontractors
- Disadvantaged Business Enterprise Program Form
- Contractor – Georgia Security and Immigration Compliance Act Affidavit and Agreement
- SAVE Affidavit
- Proof of Insurance
- E-Verify Statement
- Bid Documents Submittal Checklist

This affirms that all documents are included with the bidder's bid package.

Griffin Grading & Concrete, LLC  
Company Name

03/06/2024  
Date

Andrew M. Poe, President  
Authorized Representative Name  
(Print or Type)

  
Authorized Representative Signature

# PERSONNEL QUALIFICATIONS

**Name** Andrew Poe  
**Title/Position** President

- Job Responsibilities**
1. Manage day to day operations.
  2. Manage Project Manager's & General Superintendent.
  3. Manage Office Staff.
  4. Manage the purchase, sale, and lease of company equipment.
  5. Monitor logistics and maintenance of vehicles and construction equipment.
  6. Manage shop foreman and mechanics.
  7. Approve all outgoing project bids and payroll.
  8. Monitor and manage all income and expenses.
  9. Visit jobs to inspect quality and production.
  10. Address any company-level issues that arise.

**Industry Experience** 27 years

- Work Experience**
1. 11 years Owner (Title/Position)  
Poe Construction Company (Company)
  2. 7 years Concrete Division Manager (Title/Position)  
Griffin-Folsom Construction (Company)
  3. 2 years President (Title/Position)  
Griffin Grading & Concrete (Company)

**Education** Date 2001 School Georgia Southern University  
Degree/Coursework Bachelor of Construction Management

- Certifications**
1. ACI Concrete Flatwork Technician

# PERSONNEL QUALIFICATIONS

**Name** Mandy Sudduth  
**Title/Position** Vice President

- Job Responsibilities**
1. Oversee all financial aspects of the business.
  2. Assist President with business and employee issues.
  3. Assist other management officers with making company-level decisions.
  4. Oversee all office procedures & personnel.

**Industry Experience** 21 years

- Work Experience**
1. 21 years Controller (Title/Position)  
Griffin Lumber Company (Company)
  2. 2 years VP of Financial Controls (Title/Position)  
Griffin Grading & Concrete (Company)
  3. 15 years Manager (Title/Position)  
Security Mini Storage, LLC (Company)

# PERSONNEL QUALIFICATIONS

**Name** William H Griffin, IV  
**Title/Position** Secretary & Treasurer

- Job Responsibilities**
1. Ensure a capable management team is in place to oversee daily operations
  2. Assist with administrative functions as needed.
  3. Approve major asset purchases.
  4. Facilitate mutual cooperation and support between Griffin Grading & Concrete and it's parent company, Griffin Lumber Company

**Industry Experience** 12 years

- Work Experience**
- 2 years Secretary & Treasurer Griffin Grading & Concrete, LLC
  - 20 years President (Title/Position)  
Griffin Lumber Company (Company)
  - 10 years President (Title/Position)  
Griffin Grading & Concrete (Company)

**Education** Date 2002 School Georgia Southwestern State University  
Degree/Coursework Bachelor of Business Administration



# PERSONNEL QUALIFICATIONS

**Name** Bill Goff  
**Title/Position** Pre Construction & Business Development Coordinator

- Job Responsibilities**
1. Attend pre-bid meetings and jobsite walk-throughs
  2. Attend pre-construction and coordination meetings
  3. Builds and maintains consultant, subcontractor, and client relationships
  4. Coordinate RFP information with consultants, subcontractors, and clients
  5. Collaborate with Project Manager / Estimator
  6. Manage bid schedule / calendar
  7. Conduct review of RFP and completed bid package pre- and post- submission
  8. Effectively identify risk items on jobs and develop mitigation strategy with PM
  9. Review proposal specifications and drawings to determine project scope
  10. Conducts constructability review based on cost, method of construction, and availability of materials

**Industry Experience** 41 years

- Work Experience**
1. 15 years Pre-Con & Business Dev. Coordinator (Title/Position)  
Griffing Grading & Concrete (Company)
  2. 5 years Public Works Superintendent (Title/Position)  
Crisp County Georgia (Company)
  3. 21 years County Administrator (Title/Position)  
Crisp County Georgia (Company)

**Education** Date 1967 School Middle Georgia College  
Degree/Coursework Bachelors of Business Administration

# PERSONNEL QUALIFICATIONS

**Name** Alejandro Barrios  
**Title/Position** Administrator

- Job Responsibilities**
1. Reporting directly to the Operations Manager, assisting in all Technical and Administrative matters.
  2. Bidding Document Plans and Specification Purchasing and Purcurment
  3. Oversee the health and management of all Software, Devices, and all other technical infrastructure for Griffin Grading & Concrete LLC,
  4. Sustained compliance throughout the organization ensuring standards with all participating agency regulations MSHA, OSHA etc.
  5. \_\_\_\_\_
  6. \_\_\_\_\_
  7. \_\_\_\_\_

**Industry Experience** 2 years

- Work Experience**
1. 2 years Contracts/IT Systems Administrator (Title/Position)  
Griffin Grading and Concrete, LLC (Company)
  2. 2 years Marketing/Inventory/IT Executive (Title/Position)  
Recreational unlimited (Company)
  3. 7 years Account /Data Flow/ IT- Manager /Information Security Officer (Title/Position)  
Concentra Solutions | PharmaCentra (Company)

**Education**

Date 2017 School University of Northern Arizona, Online/Flagstaff, Arizona  
Degree/Coursework English, Bachelor of Arts; Emphasis on Rhetoric, Writing, and Digital Media Studies, Minor in History.

Date 2008 School Americus-Sumter High School, Americus, Georgia  
Degree/Coursework Dual seal degree; College prep/Technical Career

- Certifications**
1. Procore Certification: Procore Administrator
  2. Procore Certified: Project Manager
  3. \_\_\_\_\_

## Project Involvement

# PERSONNEL QUALIFICATIONS

**Name** Lindi Reid  
**Title/Position** Office Manager

- Job Responsibilities**
1. Process Employee Payroll
  2. Manage Accounts Payable
  3. Manage Accounts Receivable
  4. Ensure Documentation & Legal Requirements are met for New Hires
  5. Conduct Employee Drug Screens
  6. Manage Office Inventory & Process Supply Orders
  7. Manage Employee Insurance Enrollment
  8. Organize Project Files, Documents, and Company Records
  9. \_\_\_\_\_
  10. \_\_\_\_\_

**Industry Experience** 14 years

- Work Experience**
1. 2 years Office Manager (Title/Position)  
Griffin Grading & Concrete, LLC (Company)
  2. 12 years Secretary /Accounts Receivable (Title/Position)  
Cook Industrial Electric Co, Inc (Company)

**Education**

Date May-09 School University of Georgia  
Degree/Coursework Housing & Consumer Economics- Bachelors

Date Dec-11 School University of Tennessee  
Degree/Coursework Family & Consumer Science- Masters

# PERSONNEL QUALIFICATIONS

**Name** Keit Tipton  
**Title/Position** Chief Estimator / Engineer

- Job Responsibilities**
1. Cost Estimation
  2. Concept Design for poorly designed RFPs
  3. Manufacturing and Fabrication
  4. Pile Driving and Cofferdams
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.

**Industry Experience** 51 years

- Work Experience**
1. 25 years Chief Engineer / Chief Estimator (Title/Position)  
Kenny (Granite), Skanska, Astaldi, JA Jones, Fluor (Company)
  2. 10 years Field or Office Engineer (Title/Position)  
TIC (Kiewit), APAC (McDougal), JA Jones, Latex, SE Highway, (Company)
  3. 15 years CEO, President, VP, Ops Mgr, PM or Supt (Title/Position)  
Southeastern Marine, Eastern Foundation, WorthFab (Company)

**Education**

Date 1969 - 1973 School North Georgia College  
Degree/Coursework Physics

Date 1976 - 1979 School Georgia Institute of Technology  
Degree/Coursework Civil Engineering

- Certifications**
- 1.
  - 2.
  - 3.

**Project Involvement**



PERSONNEL QUALIFICATIONS

Name Terry Mills Jr
Title/Position Junior Estimator

- Job Responsibilities 1. Complete job site layout
2. Set up GPS control
3. Build 3D surface models
4. Load machine files, troubleshoot gps equipment
5. Quantify materials
6. Extensive CAD work
7. Dirt takeoffs
8. Existing and proposed topos
9.
10.

Industry Experience 13 years

- Work Experience 1. 2 years Surveyor supervisor (Title/Position) Griffin Grading & Concrete (Company)
2. 11 years Surveyor supervisor (Title/Position) Oxford Construction Company (Company)
3. 1 years Junior Estimator (Title/Position) Griffin Grading & Concrete, LLC (Company)

Education Date 2009 School Crisp Academy
Degree/Coursework High School Diploma
Date 2010 School Georgia Southwestern
Degree/Coursework

- Certifications 1. N/A
2.
3.

Project Involvement

(Project Name)	(Approx. \$)	(Location)
P&G Biomass/ multiple site jobs	1 mill +	Albany
Miller Brewery/ multiple site jobs	1 mill +	Albany
Frito Lay	1 mill +	Kathleen
Perdue chicken	100k +	Kathleen
Albany Marine Base/multiple site jobs	1 mill +	Albany
Multiple DOT jobs	1 mill+	Multiple
Multiple subdivisions	1 mill+	Multiple
Multiple schools	1 mill+	Multiple
Multiple Walmart	1 mill+	Multiple
Multiple Airports	1 mill+	Multiple

# PERSONNEL QUALIFICATIONS

**Name** AC Talton  
**Title/Position** Project Manager / Estimator

- Job Responsibilities**
1. Responsible for Estimating/Bidding for prospective projects
  2. Responsible for submitting/reviewing all project documentation (i.e. Submittals, Contracts, etc)
  3. Monitor projects to ensure they stay within budgetary constraints
  4. Coordinate with Field Superintendents to finish projects within their set durations
  5. Attend all Pre-Construction, Coordination, Scheduling, and Sub-Contractor Meetings
  6. Ensure project-level safety compliance is met for projects.
  7. Monitor job progress in the field & quantify project completeness for billing
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_

**Industry Experience** 11 years

- Work Experience**
1. 4 years Project Manager / Estimator/ Superintendent (Title/Position)  
Griffin Grading & Concrete, LLC (Company)
  2. 7 years Concrete Supervisour (Title/Position)  
Perish Construction (Company)
  3. \_\_\_\_\_ years \_\_\_\_\_ (Title/Position)  
\_\_\_\_\_ (Company)

**Education**

Date 2011 School Perry High School  
Degree/Coursework Highschool

Date \_\_\_\_\_ School \_\_\_\_\_  
Degree/Coursework \_\_\_\_\_

- Certifications**
1. GDOT-RTT; QCT Level 1; ACI Concrete Technician
  2. GSWCC-Level 1B Certified Inspector
  3. CPR/First Aid; Blood-borne and Airborne Pathogen Certified



(Project Name)	(Approx. \$)	(Location)
Sumter County High School	\$53,000,000	Americus, GA
GA Ports Authority IMMC 2 &3	\$3,400,000	Savannah, GA
Martins Potato Rolls	\$1,500,000	Valdosta, GA
Frito Lay	\$3,000,000	Kathleen, GA
Raceway	\$1,100,000	Albany, GA
Bleckley County Primary School	\$650,000	Cochran, GA

# PERSONNEL QUALIFICATIONS

**Name** John Steven Burnette, Jr.  
**Title/Position** Project Manager

- Job Responsibilities**
1. Responsible for Estimating/Bidding for prospective projects
  2. Responsible for submitting/reviewing all project documentation (i.e. Submittals, Contracts, etc)
  3. Monitor projects to ensure they stay within budgetary constraints
  4. Coordinate with Field Superintendents to finish projects within their set durations
  5. Attend all Pre-Construction, Coordination, Scheduling, and Sub-Contractor Meetings
  6. \_\_\_\_\_
  7. \_\_\_\_\_
  8. \_\_\_\_\_
  9. \_\_\_\_\_
  10. \_\_\_\_\_

**Industry Experience** 6 years

- Work Experience**
1. 2 years Project Manager (Title/Position)  
Griffin Grading and Concrete, LLC. (Company)
  2. 1 years Assistant Superintendent (Title/Position)  
Parrish Construction (Company)
  3. 3 years Engineering Technician (Title/Position)  
TTL (Company)

**Education**

Date	<u>2012-2014</u>	School	<u>Valdosta State University</u>
		Degree/Coursework	<u>Masters-Public Administration</u>
Date	<u>2005-2009</u>	School	<u>Valdosta State University</u>
		Degree/Coursework	<u>BA-Political Science</u>

- Certifications**
1. GDOT-RTT; QCT Level 1; ACI Concrete Technician
  2. GSWCC-Level 1B Certified Inspector
  3. CPR/First Aid; Blood-borne and Airborne Pathogen Certified

## Project Involvement

(Project Name)	(Approx. \$)	(Location)
Sumter County High School	\$53,000,000	Americus, GA
GA Ports Authority IMMC 2 &3	\$3,400,000	Savannah, GA
Martins Potato Rolls	\$1,500,000	Valdosta, GA
Frito Lay	\$3,000,000	Kathleen, GA
Raceway	\$1,100,000	Albany, GA
Bleckley County Primary School	\$650,000	Cochran, GA

# PERSONNEL QUALIFICATIONS

**Name** James W. (Jamie) Weeks  
**Title/Position** Project Manager

- Job Responsibilities**
1. Manage all bidding/estimating for Paving division.
  2. Oversee all Quality Control for Paving division.
  3. Manage job costs / change orders.
  4. Logistical job planning & scheduling.
  5. Ensure project-level safety compliance is met for projects.
  6. Attend pre-construction and coordination meetings.
  7. Coordinate project submittals.
  8. Order necessary construction materials.
  9. Monitor job progress in the field & quantify project completeness for billing.
  10. \_\_\_\_\_

**Industry Experience** 25 years

- Work Experience**
1. 4 years Project Manager GDOT Projects (Title/Position)  
East Coast Asphalt, LLC (Company)
  2. 6 years Project Superintendent/GDOT Projects Promoted to PM (Title/Position)  
Alexander Contracting Co. Inc. (Company)
  3. 5 years Project Superintendent Commercial /GDOT Projects (Title/Position)  
Varnadoe Construction (Company)

**Education**

Date 2003-04 School South Ga. Tech College  
Degree/Coursework A&P Mech Course

Date \_\_\_\_\_ School \_\_\_\_\_  
Degree/Coursework \_\_\_\_\_

- Certifications**
1. WECS-GDOT
  2. TCS- GDOT
  3. \_\_\_\_\_

**Project Involvement**

(Project Name)	(Approx. \$)	(Location)
SR 96 @ I-75 Exit 142 Interchange (2000-2002)	\$ 8 Million	Peach Co.
US-19 Widening Sumter Co. (2005-2007)	\$ 15 Million	Sumter
Ellaville Bypass (2006-2009)	\$ 49 Million	Schley Co
Lake Joy/ Sandefer Rd. Widening (2009-2010)	\$ 7 Million	Houston Co.
Albany Airport New Terminal (Site) (2012-13)	\$ 5 Million	Albany, Ga
Schley Co High School Parking & Athletic Improvements (2016)	\$1 Million	Ellaville, Ga
SR 300 Turn Lanes (2017-2019)	\$ 8 Million	Worth Co, Ga
Douglas Bypass (2018)	\$ 30 Million	Douglas, Ga
Walmart Pharmaceutical Dist. (2019)	\$ 2 Million	Tifton Ga
I-75-Widening Tift Co. (Grading) (2003-2004)	\$ 50 Million	Tifton Ga

# PERSONNEL QUALIFICATIONS

**Name** Michael Mosley  
**Title/Position** Grading Division Superintendent

- Job Responsibilities**
1. Crew supervision & transportation
  2. Oversee jobsite safety protocols
  3. Conduct equipment inspections & manage equipment acquisition
  4. Ensure Quality Control measures are actively practiced on site
  5. Ensure production on site is aligned with the projected schedule
  6. Manage daily operations on project
  7. Communicate & coordinate with Owner representatives on site
  8. Communicate & coordinate with Subcontractors on site

**Industry Experience** 29 years

- Work Experience**
1. 10 years Jobsite Superintendent (Title/Position)  
Griffin Grading & Concrete (Company)
  2. 21 years Crew Leader / Foreman (Title/Position)  
Folsom Construction (Company)

- Certifications**
1. OSHA-30
  2. Traffic Control / Flagging Certification
  3. Excavation & Trench Safety Training

# PERSONNEL QUALIFICATIONS

**Name** Kal Turner  
**Title/Position** Asphalt Plant Manager

- Job Responsibilities**
1. Maintained all necessary paperwork as it pertained to the daily function of an asphalt plant.
  2. Maintained the EPA and Environmental Water Runoff documentation manuals provided by the company to keep the plant in compliance with county, state, and federal agencies.
  3. Coordinated with all vendors, private customers, and the company paving crews to ensure that they received the proper asphalt mixes to place on their jobs.
  4. Supervised the plant crews and operator to ensure the proper operation of the asphalt plant.
  5. Maintained the inventory by ordering trucks and supplies needed from different vendors so that all materials needed for the production of asphalt mixes was available when needed to run.
  6. Supervised the maintenance of the asphalt plant to ensure proper running condition of the asphalt plant was maintained.
  7. Troubleshoot any mechanical issues that arise with the asphalt plant, including conveyor systems, auger systems, bearings, 3phase motors, gearboxes, chain and belt driven equipment, hot oil systems, pneumatic air systems, also Astec PMS6 and TC2000 control systems.
  8. Supervised the receiving, placement, and erecting of both new and used equipment for an asphalt plant.
  9. Inspected asphalt plants for their proper functioning to make asphalt mixes.  
Performed all necessary tests on both asphalt and aggregate materials at an asphalt plant to insure their compliance with GA DOT specifications.  
Performed other test such as amp strip, line checks, moisture checks, and gradations to keep the contractor informed on any needed corrective actions of the asphalt plant.\*
  10. Test asphalt mixes being placed on the roadway voids using a nuclear gauge.  
Maintained all paperwork necessary for the reporting of test results to the GA DOT  
Tested and sampled all soil, aggregate, and other material used in the construction of roadway sites \*

**Industry Experience** 33 years

- Work Experience**
1. 5 years Construction Materials Technician (Title/Position)  
TTL Inc. (Company)
  2. 11 years Asphalt Plant Foreman (Title/Position)  
CW Matthews Contracting (Company)
  3. 9 years Asphalt Plant Supervisor (Title/Position)  
Oxford Construction Co. (Company)

**Education**

Date 1986 School Darton College  
Degree/Coursework Pre Engineering no degree

Date 1985 School Monroe Comprehensive High School  
Degree/Coursework High School Diploma

- Certifications**
1. Asphalt QCT Level 2 GA DOT
  2. \_\_\_\_\_
  3. \_\_\_\_\_



# Griffin Grading & Concrete, LLC

## JOB STATUS TRACKING SHEET

Lee Mayes Hester  
10/19/2013

HEET  
23-55

STATUS	JOB No.	Project Name	Contracted Party	2013 Actual Contract Value	% Complete
Active	22-13	Macon Co Landfill Repair	Macon County Board of Commissioners	\$ 548,612.50	98.17%
Active	22-21	Peach County HMR LP Cap Repair	The Peach County Board of Commissioners	\$ 473,865.00	97.93%
Active	22-41	Clutch County K12	JCI Contractors	\$ 7,847,191.84	66.56%
Active	22-43	Priggins Pkide, Douglas	MBW Construction Engineers	\$ 5,155,000.00	65.72%
Active	22-43	GDOT, CARRO, Webster Rd, Spicess	GDOT	\$ 1,945,666.38	17.97%
Active	22-44	GDOT, CARRO, Verducci Loc, Spicess	GDOT	\$ 2,256,854.35	64.59%
Active	22-80	Coffee County FY 2013 LMIG	Coffee County Board of Commissioners	\$ 854,418.41	20.37%
Active	22-92	Cook County CDBG - SISKIYAWNE & HARRELL RD	Cook County BOC	\$ 968,192.80	44.15%
Active	22-98	GDOT, TIR, BH, Street	GDOT	\$ 1,013,805.03	94.19%
Active	23-02	CTP/Park State Packaging	Jones Construction	\$ 2,515,992.93	59.87%
Active	23-01	West Fraser Ramp Patch	West Fraser	\$ 461,821.50	77.67%
Active	23-18	Perry Middle Parking Lot Expansion & Reconstruction	Hopson County School District	\$ 914,144.09	100.30%
Active	23-18	Americus - Hirdes Fresh Growing Facility	The Willing-Turner Contracting Company	\$ 4,464,263.00	77.74%
Active	23-20	Clisp County High School Sports Complex (Old Middle School Site)	Clisp County Board of Education	\$ 4,006,652.00	55.47%
Active	23-16	GDOT, 0000919, CARRO, Worth	GDOT	\$ 48,353,383.02	8.47%
Active	23-19	Perry-Houston County Airport Authority - New Walkway to Corporate Hangars	Perry-Houston County Airport Authority	\$ 454,465.95	97.64%
Active	23-22	Perry - Entrance Drive Into Creekswood Park	City of Perry	\$ 461,374.46	58.64%
Active	23-28	Jack Link's Slewark	Jack Link's	\$ 5,774,413.00	2.17%
Active	23-24	GDOT, 0013685, Cell 001, Ben Hill	GDOT	\$ 4,741,034.71	65.59%
Active	23-26	Restoration project	Tilton - Heatcraft Project	\$ 575,944.74	103.66%
Active	23-35	GDOT, 0015540, Cell 022, Clisp	GDOT	\$ 1,772,842.18	111,268.20
Active	23-37	Doyle County Road Club, (CO Vienna, Walling Track)	Doyle County Road Club	\$ 654,008.15	187,890.88
Active	23-43	Randolph County LMIG 023	Dumayre Consulting Engineers	\$ 399,995.98	3,233,520.92
Active	23-53	Lowndes Co, Brighton Road, Reimes & Son	Reimes & Sons	\$ 187,890.88	399,995.98
Active	23-48	Cordelia 2023 LMIG	City of Cordelia	\$ 3,850,807.53	3,233,520.92
Active	23-52	GDOT, 0015566, Cell 018, Tifton	GDOT	\$ 346,925.50	873,458.00
Active	23-51	GDOT, 0015651, Cell 007, Clisp	GDOT	\$ 1,313,365.84	52.76%
Active	23-56	Doyle County Storm Drain Repair, Jaliepa Road	Parish Construction Group	\$ 3,863,100.00	44.76%
Active	22-72	Clisp Regional Hospital M.C.B	Clearwater Construction	\$ 18,200.00	112.14%
Active	22-57	Echols Bridge - Cheever Construction	GH	\$ 658,015.98	60.56%
Active	22-68	GH - Kingland	GH	\$ 3,625,073.00	100.00%
Active	23-49	Griffin Treating Plant - Cordelia, GA	local bound!	\$ 1,221,241.37	100.00%
Active	23-40	H&R Lease - Repair Paving	local bound!	\$ 36,000.00	44.44%
Active	22-51	Helene - Walk Office Expansion	local bound!	\$ 453,613.00	64.44%
Active	22-55	Joy Park Apartments - Warner Robins, GA	local bound!	\$ 500,000.00	36.34%
Active	22-82	local bound - Byron, GA	local bound!	\$ 26,326.00	100.00%
Active	23-47	Phinney Church Paving	local bound!	\$ 36,000.00	44.44%
Active	23-27	Bub Way Driveway	Bub Way	\$ 36,000.00	44.44%
Active	23-54	Cordelia 15th Street Paving	City of Cordelia	\$ 453,613.00	64.44%
Active	23-39	Fillo Favore Fall	Peppico	\$ 453,613.00	64.44%
Active	23-54	GGC New Ship	GGC	\$ 453,613.00	64.44%
Active	23-11	GH - Mill-geville	GH	\$ 453,613.00	64.44%
Active	23-46	Jack Link's Concrete	Jack Link's	\$ 894,818.01	36.34%
Active	23-41	Jack Link's Hauling	Stellar	\$ 500,000.00	36.34%
Active	23-45	Quick Trip Paving	Venture Construction	\$ 26,326.00	100.00%





# Griffin Grading & Concrete, LLC

## JOB STATUS TRACKING SHEET

Last Major Update: 10/24/2023

STATUS	Job No.	Project Name	Contract Party	Contract Value	% Complete
Final Payment Due	15-02	Savannah GA Ports Authority IMMC 283	Astra Group	\$ 3,376,396.75	82.30%
Final Payment Due	21-55	LAVIA Plantation Subdivision	David Mistry	\$ 1,970,310.20	100.00%
Final Payment Due	21-58	Crisp County Paving Patch Repair	Criss County Public Works	\$ 68,510.00	100.00%
Final Payment Due	22-10	Norbord / Shakesfield TRUCKING	Norbord / West Fraser & Shakesfield	\$ 237,464.55	144.60%
Final Payment Due	22-09	Norbord / Shakesfield CONCRETE	Norbord / West Fraser & Shakesfield	\$ 277,150.00	100.00%
Final Payment Due	22-33	City of Douglas - CD98C - MIT	City of Douglas	\$ 1,900,739.04	101.30%
Final Payment Due	21-74	GDOT - MD0814 - Crisp-Worth - SR 300	GDOT	\$ 1,429,316.18	88.20%
Final Payment Due	22-43	Baker Co. CR59 Hauling	Crisp County Construction	\$ 1,447,218.00	100.00%
Final Payment Due	22-54	Crisp County Middle School Sports Complex	City of Mariaville	\$ 918,204.60	130.03%
Final Payment Due	22-47	Nashville Resurfacing	City of Mariaville	\$ 2,655,132.53	94.83%
Final Payment Due	22-12	GDOT - MQ0974 - Deely/Mason - SR329	GDOT	\$ 1,248,300.00	100.00%
Final Payment Due	22-81	Crisp Co - October 2022 Paving	Criss County Public Works	\$ 301,155.25	100.00%
Final Payment Due	23-30	City of Montezuma Paving 2	Criss County Public Works	\$ 186,225.02	114.10%
Final Payment Due	23-75	Bainbridge Middle School Box Culvert	Ocmulgee Consulting Engineers	\$ 136,402.00	120.43%
Final Payment Due	23-05	Phone Junction Boxes - Jim Boyd	Jim Boyd	\$ 96,230.14	127.68%
Final Payment Due	22-56	GDOT - D01355 - Callogg, Doody	Jim Boyd	\$ 53,467.41	100.00%
Final Payment Due	22-46	Abbeville Land 2 - SPUGST	Creswell Construction	\$ 127,680.00	100.00%
Final Payment Due	22-78	Parade Paving Lot Expansion & Jerry Bayler Re-alignment	City of Albanyville	\$ 90,143.61	109.39%
Final Payment Due	22-82	Perry - Sunset Avenue Improvements	Houston County School District	\$ 267,943.00	96.95%
Final Payment Due	22-94	Wilson County Schools - New Trac and Practice Field	City of Perry	\$ 53,971.14	98.11%
Final Payment Due	23-37	Lake Ivy Primary & Elementary Site Upgrades	Dublin Construction	\$ 865,827.40	105.16%
Final Payment Due	23-35	Sonoma Middle Paving Lot Expansion & Re-Surfacing	Houston County School District	\$ 127,500.00	112.85%
Final Payment Due	23-25	Chick County Schools - J.S. Pate (Pre-4)	CRISP COUNTY BOARD OF EDUCATION	\$ 95,334.69	98.11%
Final Payment Due	23-33	Rebecca P - 2021 - 2023 LMI6	CITY OF REBECCA	\$ 127,500.00	112.85%
Final Payment Due	23-21	GC Retention Pond	GC	\$ 95,334.69	98.11%
Final Payment Due	23-44	GC Shop Slab	GC	\$ 95,334.69	98.11%
Final Payment Due	23-38	GC - Tifton	GC	\$ 95,334.69	98.11%
Final Payment Due	23-42	Valdosta County Club	GC	\$ 95,334.69	98.11%
Final Payment Due	23-34	Warwick HWY Repairs	GC	\$ 95,334.69	98.11%
Final Payment Due	23-29	West Fisher Asphalt and Concrete Patches	GC	\$ 95,334.69	98.11%
Completed	19-03	Montezuma Airport	GC	\$ 51,340.00	100.00%
Completed	19-04	Montezuma Airport	GC	\$ 51,340.00	100.00%
Completed	19-06	Smith High School Phase 2	GC	\$ 51,340.00	100.00%
Completed	20-07	Perry Airport - Airport Extension	GC	\$ 51,340.00	100.00%
Completed	20-30	Intell Grading 7100 Lay	GC	\$ 51,340.00	100.00%
Completed	21-35	American Production Improvements	GC	\$ 51,340.00	100.00%
Completed	21-36	Crisp Airport Drainage Rebuild	GC	\$ 51,340.00	100.00%
Completed	21-07	Crack X - Road Expansion - Concrete - COMPLETE	GC	\$ 51,340.00	100.00%
Completed	21-07	Crack X - Road Expansion - Concrete - SPLITWORK (not towed)	GC	\$ 51,340.00	100.00%
Completed	21-07	Shipings - Tifton	GC	\$ 51,340.00	100.00%
Completed	21-07	Shipings - Albany	GC	\$ 51,340.00	100.00%
Completed	20-24	Coast Atlantic Facility (Stewie)	GC	\$ 51,340.00	100.00%
Completed	20-26	Blisley Priority - 72 (Site Concrete)	GC	\$ 51,340.00	100.00%
Completed	21-23	Judith (Box Transport)	GC	\$ 51,340.00	100.00%
Completed	21-33	Morton 2020 Reils - Valdosta	GC	\$ 51,340.00	100.00%
Completed	21-37	Poy Beans	GC	\$ 51,340.00	100.00%
Completed	19-05	Lowndes Co High School Site Concrete	GC	\$ 51,340.00	100.00%
Completed	21-44	RDJE Amelia's Storm Drain - Concrete	GC	\$ 51,340.00	100.00%
Completed	21-47	RDJE Amelia's Storm Drain - Hauling	GC	\$ 51,340.00	100.00%
Completed	21-35	Floor Concrete - Jito Lay	GC	\$ 51,340.00	100.00%
Completed	21-46	RDJE Amelia's Storm Drain - (Herdwell)	GC	\$ 51,340.00	100.00%
Completed	21-52	Box Culverts - Moultrie	GC	\$ 51,340.00	100.00%
Completed	21-63	West Laurens Stadium Renovation	GC	\$ 51,340.00	100.00%
Completed	21-41	JT (Hauling) (Track Excavation)	GC	\$ 51,340.00	100.00%
Completed	21-65	West Laurens Stadium Renovation - Precision Turf	GC	\$ 51,340.00	100.00%
Completed	22-05	Norbord G4059559 - Portal Crane Installation & Clean-up	GC	\$ 51,340.00	100.00%



Equipment Available

Attachment

Street Broom					
Asset ID	Description	Category	Manufacturer	Model	Serial #
3WS-15	Peymon 3 Wheel Sweeper	Heavy Equipment	Peymon		36115
BB-78	Broce RJT350 Self-Propelled Broom	Heavy Equipment	Broce	RJT350	413278
BB-87	Broce MK1 Self-Propelled Broom	Heavy Equipment	Broce	MK1	500237
SB-	Superior Broom sidecast	Heavy Equipment	Superior Broom	SM74J	RPO
SB-38	Superior Broom sidecast sweeper	Heavy Equipment	Superior Broom	SM74J	920638
SB-67	Superior SM74J Broom	Heavy Equipment	Superior Broom	SM74J	921667
Mixer					
Asset ID	Description	Category	Manufacturer	Model	Serial #
MX-06	Soil Stabilizer (mixer) 997	Heavy Equipment	CANT	SS250B	5GR00106
Air Curtain					
Asset ID	Description	Category	Manufacturer	Model	Serial #
AC-30	Burner / Air Curtain	Heavy Equipment	McPherson	M30G	721130
Road Paver					
Asset ID	Description	Category	Manufacturer	Model	Serial #
AP-11	Asphalt Paver WHL	Heavy Equipment	Catapillar	AP1000 07A	69800111
AP-38	Compact size wheeled paver	Heavy Equipment	Vogele	1703-3i	1283.0138
AP-76	10 Ft Paver with VF600 Screenshot	Heavy Equipment	Vogele	2003-5i	0975.0176
AC Tanker					
Asset ID	Description	Category	Manufacturer	Model	Serial #
ACT-86	AC Tanker	Heavy Equipment	Etnyre	non code	1E9T97991NE007286
Articulated Dump Truck					
Asset ID	Description	Category	Manufacturer	Model	Serial #
ADT-26	Articulated Dump Truck	Heavy Equipment	Somatsu	HIM400-5	12326

Equipment Available

Attachment

ADT-60	Articulated Dump Truck	Heavy Equipment	Komatsu	HM400-5	11960
ADT-70	Articulated Dump Truck	Heavy Equipment	Komatsu	HM400-5	11971
ADT-80	Articulated Dump Truck	Heavy Equipment	Komatsu	HM300-5	11380
ADT-96	Articulated Dump Truck	Heavy Equipment	Komatsu	HM400-5	112196
ADT-97	Articulated Dump Truck	Heavy Equipment	Komatsu	HM300-5	11097
ADT-98	Articulated Dump Truck	Heavy Equipment	Komatsu	HM300-5	11098

Equipment Available

Attachment

Item #	Equipment	Attachment	Model	Serial #
BD-05	Komatsu Crawler Dozer	Heavy Equipment	D61PXI-24	70505
BD-06	Komatsu Crawler Dozer	Heavy Equipment	D39PXI-24	96806
BD-19	Komatsu Crawler Dozer	Heavy Equipment	D71PXI-24	70449
BD-51	Komatsu Crawler Dozer	Heavy Equipment	D61PXI-24	B60051
BD-55	Komatsu Crawler Dozer	Heavy Equipment	D39PXI-24	96455
BD-57	Komatsu Crawler Dozer	Heavy Equipment	D61PXI-24	B60057
BD-69	Komatsu Crawler Dozer	Heavy Equipment	D61PXI-24	B61269
BD-71	Komatsu Crawler Dozer	Heavy Equipment	D65PX-18	91771
BD-88	Komatsu Crawler Dozer	Heavy Equipment	D51PX-24	B25183
BD-86	Komatsu Crawler Dozer	Heavy Equipment	D61PXI-24	B65486
BD-87	Komatsu Crawler Dozer	Heavy Equipment	D61PXI-24	41187

Item #	Equipment	Attachment	Model	Serial #
DD-04	Hamm Double Drum Roller	Heavy Equipment	HD121V	H230-2704
DD-24	Hamm Drum Roller	Heavy Equipment	HD1101VVHF	H273-0124
DD-66	Hamm Double Drum Roller	Heavy Equipment	HD121V	H230-2566
DD-72	Hamm Double Drum Roller	Heavy Equipment	HD701VVHF	H186-0872
DD-76	Hamm Double Drum Roller	Heavy Equipment	HD901VVHF	H273-0076
PR-42	Pneumatic Roller/Compactor	Heavy Equipment	CW16	TL500742
PR-67	Pneumatic Roller/Compactor	Heavy Equipment	CW16	TL500567
SDR-01	Smooth Drum Roller	Heavy Equipment	H101	H2350701
SDR-56	Smooth Drum Roller	Heavy Equipment	H101	H2840156
SDR-60	Smooth Drum Roller	Heavy Equipment	H101	H2840160
SDR-88	Smooth Drum Roller	Heavy Equipment	H101	H2350988
SFR-04	Padfoot Roller	Heavy Equipment	H101P	H2840104
SFR-12	Padfoot Roller	Heavy Equipment	H101P	H2840412
SFR-16	Sheepfoot Roller	Heavy Equipment	CP11GC	0SXT00116
DD-65	Double Drum Roller	Heavy Equipment	CB15	PWP00765
SFR-73	Padfoot Roller	Heavy Equipment	H101P	H235.0273



Equipment Available

Attachment

TR-03	Trench Roller	Heavy Equipment	BOMAG	BMP-8500	101720128203
Excavator					
EX-05	Mini Excavator	Heavy Equipment	Caterpillar	30610S	6G606005
EX-07	Mini Excavator	Heavy Equipment	Caterpillar	306CR	6G606507
EX-09	Mini Excavator	Heavy Equipment	Komatsu	PC35MR-5	20509
EX-11	Mini Excavator	Heavy Equipment	Caterpillar	305.5E2CR	CR502611
EX-29	Excavator	Heavy Equipment	Caterpillar	320-7	HEX11129
EX-32	Mini Excavator	Heavy Equipment	Komatsu	PC88MR-11	10832
EX-45	Hydraulic Excavator	Heavy Equipment	Komatsu	PC390LCI-11	A31045
EX-46	Hydraulic Excavator	Heavy Equipment	Komatsu	PC45MR-5	33746
EX-49	Hydraulic Excavator	Heavy Equipment	Komatsu	PC290LCI-11	A29049
EX-50	Hydraulic Excavator	Heavy Equipment	Komatsu	PC490LC-11	A41850
EX-52	Hydraulic Excavator	Heavy Equipment	Komatsu	PC360LC-11	A38352
EX-53	Hydraulic Excavator	Heavy Equipment	Komatsu	PC210LC-11	C82053
EX-59	Hydraulic Excavator	Heavy Equipment	Komatsu	PC360LCI-11	A38559
EX-60	Hydraulic Excavator	Heavy Equipment	Komatsu	PC45MR-5	33760
EX-76	Hydraulic Excavator	Heavy Equipment	Komatsu	PC360LCI-11	A38276
EX-82	Hydraulic Excavator	Heavy Equipment	Komatsu	PC45MR-5	33482
EX-83	Hydraulic Excavator	Heavy Equipment	Komatsu	PC390LCI-11	A31083
EX-84	Komatsu Excavator	Heavy Equipment	Komatsu	PC210LC-11	C80084
EX-86	Mini Excavator	Heavy Equipment	Caterpillar	305.5E2CR	CR504386
EX-87	Hydraulic Excavator	Heavy Equipment	Komatsu	PC360LC-11	A36787
EX-88	Hydraulic Excavator	Heavy Equipment	Komatsu	PC45MR5	505386
EX-89	Hydraulic Excavator	Heavy Equipment	Komatsu	PC138USLC-11	61589
EX-94	Hydraulic Excavator	Heavy Equipment	Caterpillar	306-07	MBN20946
EX-99	Hydraulic Excavator	Heavy Equipment	Komatsu	PC238USLC-11	5499

Fork Lift

FL-94	SM Forklift 6000 LB DSI	Heavy Equipment	Case	586H	JJGN580HAJC749294
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Equipment Available

Attachment

LFL-21	Caterpillar OffRoad Fork Lift (Telehandler)	Heavy Equipment	Caterpillar	TL642D	ML801121
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Motor Grader

MG-01	MOTOR GRADER	Heavy Equipment	KOMATSU	GD655-7	65204
MG-19	140 Motor Grader 2022	Heavy Equipment	Caterpillar	140 JSTAWD	EB300619
MG-53	140 Motor Grader	Heavy Equipment	Caterpillar	140 AWD	EB300438



Equipment Available

Attachment

MG-63	140M3 Motor Grader	Heavy Equipment	Caterpillar	140M3	N9M00263
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Milling Machine					
Asset #	Description	Category	Manufacturer	Model #	Serial #
MM-29	W200Ft Milling Machine	Heavy Equipment	Wirtgen	W200FI	2120.0329

Skid Steer					
Asset #	Description	Category	Manufacturer	Model #	Serial #
SS-05	Track Skid Steer	Heavy Equipment	Caterpillar	289D5	JX906005
SS-063	Skid Steer Loader	Heavy Equipment	Caterpillar	299D3 HF	DY908063
SS-29	Skid Steer Loader	Heavy Equipment	Caterpillar	289D3	JX906729
SS-44	Track Skid Steer	Heavy Equipment	Caterpillar	259D	FTL12044
SS-54	Skid Steer Loader	Heavy Equipment	Caterpillar	289D3	JX909544
SS-63	Skid Steer Loader	Heavy Equipment	Caterpillar	289D3	JX909563
SS-68	Skid Steer Loader	Heavy Equipment	Kubota	SVL75-2W	KBC2052CHNH70068
SS-88	Skid Steer Loader	Heavy Equipment	Caterpillar	299 D3 HF	DY903288
SS-97	Track Skid Steer	Heavy Equipment	Caterpillar	289D	PAW11497

Wheel Loader					
Asset #	Description	Category	Manufacturer	Model #	Serial #
WL-15	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	85913
WL-47	Wheel Loader	Heavy Equipment	Komatsu	WA475-10	A40047
WL-54	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	A38954
WL-62	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	A39662
WL-679	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	86679
WL-79	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	A86679
WL-81	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	85381
WL-96	Wheel Loader	Heavy Equipment	Komatsu	WA320-8	A38896

Tractor					
Asset #	Description	Category	Manufacturer	Model #	Serial #
T-41	2022 Tractor	Heavy Equipment	Kubota	L3303	KBUL4BHRCNJAA2841
T-45	2020 Tractor	Heavy Equipment	John Deere	6155M	1L06155MCLG967043

Equipment Available

Attachment

T-71	2016 Tractor	Heavy Equipment	John Deere	621SR	IRW621SRPGA025619
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Backhoe Loader

Item #	Description	Equipment	Manufacturer	Model	Serial #
RB-87	Rubber tire Backhoe Loader	Heavy Equipment	John Deere	310LEP	IT0310ELAM G392587
RB-72	Rubber tire Backhoe Loader	Heavy Equipment	Caterpillar	420	0H8T03172
RB-36	Rubber tire Backhoe Loader	Heavy Equipment	Caterpillar	420	0H8T01836

Attachments

Item #	Description	Equipment	Manufacturer	Model	Serial #
B-32	Hydraulic Rock Breaker	Equipment	MONTEBERTI	SC36	A01R07632
B-48	V1800 Hammer/Breaker	Equipment	TRAMAC	V1800	V180B50148
BB-71	SPC-123 Pulley Box Blade	Equipment	John Deere	SEF	2571

Concrete Vibrators

Item #	Description	Equipment	Manufacturer	Model	Serial #
BV-34	Backpack Vibrator	Equipment	Minnich	50 CC Minnich	1212494
BV-35	Backpack Vibrator	Equipment	Minnich	50 CC Minnich	1212435

Screeds

Item #	Description	Equipment	Manufacturer	Model	Serial #
HS-21	Shockwave Power Screed	Equipment	Honda	Marshalltown	9534
LS-13	2013 Somero Laser Screed	Equipment	Somero	S-840	47193-1013
LS-17	2013 Somero Laser Screed	Equipment	Somero	S-940	49112-0417
RS-1	Honda Roller Screed	Equipment	Honda	BHG40	3572427 B55268 Y3895

Light Tower

Item #	Description	Equipment	Manufacturer	Model	Serial #
LP-01	Light Tower	Equipment	Allmand	NLP11	0667PRO02V13
LP-02	Light Tower	Equipment	Allmand	NLP11	0667PRO02V13
LP-9S	Light Tower	Equipment	Nancy	NLP2V	08-005395

Equipment Available

Attachment

LP-96	Light Tower	Equipment	Yancey	NLP2V	08-005396
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Power Generator

PG-05	3000W Inverter Generator Honda	Equipment	Honda		EZGF1879505
PG-49	5000W Industrial Wheeled Generator Honda	Equipment	Honda		EBPC-1508649
PG-57	5000W Industrial Wheeled Generator Honda	Equipment	Honda		EBPC-1508557

Traffic Board

TB-01	Traffic Board	Equipment			
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Ride On Trowel

TM-02	8FT Ride On Trowel	Equipment	Multiquip		MH0214302
TM-85	8FT Ride on Trowel	Equipment	Multiquip		MH0214285

Water Truck

WT-01	2001 T300 Water Truck	Equipment	Kenworth	T300	2NKSMBZ7X91M86201
WT-15	2012 T400B Water Truck	Equipment	Kenworth	T400B	2NKBLS0X9CM309515
WT-72	2000 Gal Water Truck	Equipment	International	4300M7 SBA	8HAJF5SN2DLE162572

Welder

WM-57	Bobcat 260 Welder (Kohler)	Equipment	Miller	MI907792001	NB190257R
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Equipment Available

Attachment

WM-66	Millermatic® 255 MIG/Pulsed MIG Welder	Equipment	Miller	Millermatic® 255208/240V	MIL951766
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PUMPS

P-08	Double Diaphragm pump	Equipment			MSP-IN-2508
HSP-624	Joint Sealant Pump smart pump	Equipment	Honda	PCV SP-5 CMP-624	AM1PH65-08M

Landplane (Snipes)

Landplane(Snipe)	12 X 40 Landplane	Equipment	Snipes		
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Steam Cleaner

SC-21	Tandem Trailer/Steam Cleaner Package	Equipment	Astro Products	PW-2915 / LN-1149 / MS-1659	11100600-100389CODE4721
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Plasma Table

PC-08	Koike Fabmaste CNC Plasma Cutting Machine	Equipment	Koike Fabmaste	HYRID-D-11	FM43208
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Harrow

HR	Rome Harrow	Heavy Harrow			
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Equipment Available

Attachment

H-AC	Athens Cutting Harrow	Heavy Harrow	John Deer	Athens 127	21301
Electronic GPS Equipment					
BS-01	Base Station & Rover	Electronic	Topcon		1448-13201 & 1448-13187
BS-19SW	2018 Control Box	Electronic	Sitech	CB460	058J019SW
BS-29	Base Station/Rover UHF	Electronic	HIPER/VR		1448-20838 & 1448-20943
BS-94	Base Station	Electronic	Topcon		1448-13194
BSH-22	Base Station Handheld	Electronic	Topcon		269722
BSH-31	Base Station Handheld	Electronic	Topcon		277231
BSH-32	Base Station Handheld	Electronic	Topcon	FC-6000	318432
BSH-44	Base Station Handheld	Electronic		FC-6000	289744
BSH-71	Base Station Handheld	Electronic			297571
BSH-81	Base Station Handheld	Electronic	Topcon		316481
BSH-94	Base Station Handheld	Electronic	Topcon	FC-5000	276794
BSH-96	Base Station Handheld	Electronic	Topcon		253096
BSRH-10	VR Base/Rover UHF	Electronic	HIPER		1448-19701 & 1448-19717
BSRH-27	Base Station Rover Head	Electronic			1448-13127 & 1448-13201
BSRH-28	Hiper VR Base/Rover UHF	Electronic	ROPER	1028516-01	1448-24428 1448-24431
BSRH-30	Hiper VR Base/Rover UH	Electronic	HIPER		1448-25230 1448-25266
BSRH-37	2021 Hiper VR Base/Rover UHF #1	Electronic	HIPER		1448-18657 & 1448-18658
BSRH-66	2021 Hiper VR Base/Rover UHF #2	Electronic	HIPER		1448-18566 & 1448-18659
BSRH-68	GX55MMGPS PZS-WC/VERSSING NORAD	Electronic	GIS/ST/MG-55	GX-55/MERS	1446-08597 1059-37/668 536-0928
BSRH-84	Hiper Rover Head	Electronic	Hiper		1448-15384
LN-16	Optical Layout LN-150	Electronic			LN1716 & 296812
LN-28	Optical Layout LN-150	Electronic			LW005543 & 269728
LN-71	Optical Layout LN-150	Electronic		1039784-01	LW0054582/6571
M-09	MM Roper 3DGPS LZ-T5	Electronic	ROPER	LZ-T5	LR1709
M-42	MM Roper 3DGPS LZ-T5	Electronic	ROPER	LZ-T5	LR1444
M-76	MM Roper 3DGPS PZS-I	Electronic	ROPER	PZS-I	942576

Equipment Available

Attachment

QJ-07	Q-500 Robot 9/5 MC Positioning Zone	Electronic	ROPER	RC/SA	UN3807
RR-79	2021 GT-505 5 SEC Robotic TS	Electronic	HIPER		UQ012179

Equipment Available

Attachment

SG#	Sightglass/Robot 3D/GPS/PZ/S-IF/Sensor	Electronic	Robot	PZ 51	942471
<b>Utility Trailers</b>					
BAT-60	2007 ECON Backhoe Trailer	Utility	Econ	Backhoe Trailer	42EDPHE437E000660
CT-36	8.5X28 BLACK 6K 7	Utility	PEACH		7FRVC28D2NA001636
CT-40	7X16 White V-Nose Tandem	Utility	WOW		54GVC16T5M7050540
CT-42	7X16 White, V-Nose Tandem Enclosed Trailer	Utility	WOW		54GVC16T9M7050542
DUT-29	2017 Dump Utility Trailer	Utility			16V/DX1422F5023729
FT-04	2016 Fuel Trailer	Utility	Big Tex	Fuel Trailer	16VNX1228G3054004
LBTF-09	2016 Over Axle Trailer Low Boy Trailer	Utility	Big Tex	140A-20BK-8SIR	16V/FF2620NG111809
LBT-54	1996 Wallace Lowboy Trailer	Utility	Wallace	DLBT40-3	DLBT4038000690154
LBT-70	2021 Binwe 55-Ton Paver Special Low Boy Trailer	Utility	BINWRE	R1N55ETD3-PS Trailer	11F9330993ME111270
LBT-86	2022 Eager Beaver Lowboy w/ NITRO stinger	Utility	T.M. Trailer/ Eager Beaver	55 GSL	1P9AF1516NM641086 112SD5545NL086212
TDT-24	2023 Trailstar 30FC 30 Ft Triaxle Dump Trailer	Utility	TRAILERSTAR	Trailstar 30FC	4T9EC30C8P1H10224
TDT-26	2023 Trailstar 30FC 30 Ft Triaxle Dump Trailer	Utility	TRAILERSTAR	Trailstar 30FC	5MAFC3038PR082426
TDT-27	2023 Trailstar 30FC 30 Ft Triaxle Dump Trailer	Utility	TRAILERSTAR	Trailstar 30FC	5MAFC303XPR082427
TDT-62	Semidump Trailer/Insulated Asphalt Dump Trailer	Utility	Trailstar	DS3SD30	4T9DS30C9N1110062
TDT-77	2023 Mack Dump Truck	Utility	Mack		5MADS2431PC065677
TDT-78	2023 Mack Dump Truck	Utility	Mack		5MADS2433PC065678
TDT-79	2023 Mack Dump Truck	Utility	Mack		5MADS2435PC065679
TDT-80	2023 Mack Dump Truck	Utility	Mack		5MADS2431PC065680

Equipment Available

Attachment

UT-18	BIG TEX Utility Trailer	Utility	Big Tex	1U-10-20BK4CR	49H1U242XNB15.7013
UT-20	2013 Pace Enclosed Trailer	Utility	Pace	TS68E50	54GVC20T8D7006420
UT-27	2022 Big	Utility	Brewer Trailers	US142	4FDUS1426N11005727
UT-28	2022 16' Utility Trailer	Utility	Big Tex	70PI-16XBK4RG-GA	16V1U2022N3147128
UT-31	2015 Big Tex Utility Trailer 12 Tandem Axle	Utility	Big Tex	12 Tandem Axle	16NX1229G3043531
UT-49	2019 Continental Utility Trailer	Utility	Continental	GANS714TA2	5NHUNS426KU123949
UT-58	8x262K Deck Over	Utility	Intra Outdoors		4S9BF263XNA595158
UT-64	2018 Freedom Enclosed Trailer 8.5x28	Utility	Freedom	8.5x28TA3	5WKBE2822J1056264
UT-67	2016 Flatbed Utility Trailer	Utility	Big Tex	Flatbed	16VEX2026C205467
UT-85	BIG-TEX Utility Trailer 16'	Utility	Big Tex	70pPI-16XBK4RG-GA	16V1U2023P3232885

Equipment	Description	Category	Manufacturer	Model	Serial #
MCH-02	Man Hole Cutter		Critex	2022	K-MM0002
MTV-34	Asphalt Shuttle Buggy		Weiler	E1650A	E1650-1134
RW-12	Road Widener	Asphalt	Weiler	W530B	W530B-1812





Equipment Available

Schedule C

Item #	Year	Make/Model	Vehicle	Asset #	Operator	Serial #
TT-18	2024	Kenworth	Vehicle	T880	Simon Wade	1XKZDP9X6RJ266218
TT-19	2024	Kenworth	Vehicle	T880	Frank Farley	1XKZDP9X8RJ266219
TT-20	2024	Kenworth	Vehicle	T880		1XKZDP9X4RJ266220
TT-21	2024	Kenworth	Vehicle	T880	Joe Welch	1XKZDP9X6RJ266221
TT-22	2024	Kenworth	Vehicle	T880		1XKZDP9X8RJ266222
TT-22	2018	Kenworth	Vehicle	T880		1XKZDP9X6J1187622
TT-23	2024	Kenworth	Vehicle	T880	Steve Hall	1XKZDP9XXRJ266223
TT-24	2024	Kenworth	Vehicle	T880	Jimmy Young	1XKZDP9X1RJ266224
TT-26	2022	Peterbilt 567	Vehicle	567	Steve White	1XPCD40X6N1D789226
TT-38	2016	Peterbilt Conventional 3	Vehicle		Russ Swartz	1XPTDP0X8BD119738
TT-41	2022	Kenworth	Vehicle	T800	Edward Marin	1XKZD49X1NJ167041
TT-49	2016	MACK	Vehicle	CXU613		1M1AW07Y2GM060749
TT-58	2022	MACK	Vehicle	P1671	Bobby Marion	1M1PN4G40LM004758
TT-59	2019	Peterbilt 579	Vehicle	S1KS	Robert Kemison	1XPPBDP9X3KD618591
TT-78	2024	Kenworth	Vehicle	T880		1XKZP4TX8RJ318978
TT-82	2016	Mack tractor trailer	Vehicle	CXU613		1M1AW09Y5GM011882
TT-98	2016	MACK	Vehicle	CXU613	Zach Hooks	1M1AW02YXGM056598
TT-99	2016	MACK	Vehicle	600		1M1AW02Y1GM056599
PU-00	2021	Ram 3500 Crew Cab	Vehicle	F350	Pedro Vazquez	3CAVRT0L4MG568800
PU-01	2022	Ford F-250 XLT	Vehicle	F250	Jess Rigdon	1FT1W2B1FXNEF09801
PU-004	2021	Ford F150 Lariat 4WD	Vehicle	F150	Brady Rigdon	1FTFW1E80MFC18004
PU-007	2020	Ford F-250 Crew Cab	Vehicle	F250	Nick Heuman	1FT1W2B1F8LEE99007
PU-09	2021	Ford F-150 Crew Cab	Vehicle	F150	Tony Mills Jr	1FTFW1ES0MFA34509
PU-10	2018	Ford F-250 Super Duty	Vehicle	F250	TRADE-IN	1FT1W2B14EB04110
PU-12	2020	F-150 XLT 4WD	Vehicle	F150	Tony Mills Jr	1FTFW1E58LEFB73712
PU-13	2019	F150 XLT Crew 4WD	Vehicle	F150	Alvin Duckworth	1FTFW1E52K KF08413
PU-15	2022	Ford F-350 XL 2WD	Vehicle	F350	Isaac Estrada	1FT1W3A66NEG29715

Equipment Available

Schedule C

PU-16	2021 F-350 XL 4WD Crew	Vehicle	F-350 XL	Andres Mateo	1FD8W3HT3MIEC56316
PU-19	2022 Ford F-600 Chassis XL 4X4	Vehicle	F-600	David Wilson	1FDFF6LT5NDA00119
PU-20	2019 Ford Ranger Lariat	Vehicle	Ranger	Kal Turner	1FTEPR4FH2KLA31204
PU-21	2022 Dodge Ram 3500 SL	Vehicle	3500	Brooklyn Hall	3C7WR7GLNG335216
PU-23	2020 F-150 Crew	Vehicle	F-150	TOTALED	1FEW1E48DPA76234
PU-25	2019 F150 XL 4WD Crew	Vehicle	F150	Mike Safford	1FTEW1E53KRD26325
PU-30	2022 Chevrolet Colorado Crew Cab	Vehicle	Colorado	William Horton	1CGGCSBEA2N1282309
PU-34	2019 F150 XLT 4WD Crew	Vehicle	F150	Willie Burts	1FTEW1E59KFC16234
PU-35	2022 F-350	Vehicle	F-350	KCannon Desmond	1FD8W3HEXNEED69035
PU-37	2022 Ford F-250 Crew 4WD	Vehicle	F-250	Guns Byways	1FT1W2BTSNEF74037
PU-39	2022 F-250 XL	Vehicle	F-250	Michael Mosley	1FT1W2BTSNEF01539
PU-39	2022 Ford F150 SFX 4WD	Vehicle	F-150	Langdon Whitman	1FT1W1E89PKD04391
PU-40	2020 F-150 Crew	Vehicle	F-150	Jamic Weeks	1FTEW1E40LKD05240
PU-40	2019 F150 XLT Crew	Vehicle	F150	Guadalupe Diaz	1FTEW1E57KKT23408
PU-41	2021 Ford F250	Vehicle	F250	Tony Gordon JR.	1FT1W2A65MEE03041
PU-47	2022 F250 Super Duty Lariat 4WD	Vehicle	F-250	Andy Joe	1FT18W2BTSNECS3347
PU-50	2019 F550 4WD Crew	Vehicle	F-550	Shawn Perez	1FD0W5HT5KEF23350
PU-50	2018 Ford F550 Crew	Vehicle	F550	Esthban Cabrera	1FD0W5G16JEC52508
PU-51	2022 Ford F150	Vehicle	F150	Jackson Krause	1FT1W1E8XNFA40751
PU-52	2022 Ford F150 Crew 4X4	Vehicle	F150	Kenny Hardy	1FT1W1E5SNFA28152
PU-55	2012 Ford F-250	Vehicle	F-250	Shop	1FT1W2B69CEID22055
PU-61	2022 Dodge RAM 5500	Vehicle	5500	Lazaro Garcia	3C7WKNBL6NG186461
PU-62	2020 F-250 XL 4WD Crew	Vehicle	F-250	John Myers	1FT1W2BT2LED82362
PU-65	2021 F-150	Vehicle	F-150	David Ruth	1FT1W1E80MFC76565
PU-67	2018 Ford F550 Crew Cab	Vehicle	F550	Josic Aparicio	1FD0W5G7NKEC02567
PU-69	2022 F350	Vehicle	F-350	Chaz Hoffman	1FD8W3HT8NED20691
PU-71	2022 Ford F350 XL 2WD	Vehicle	F350	Tony Gordon	1FT8W3A68NEG29716
PU-75	2022 Ford F250 XL	Vehicle	F250	Jimmy Weeks	1FT1W2BTXNBF51675
PU-76	2021 F-250 XL 4WD Crew Cab	Vehicle	F-250	Randall Whitman	1FT1W2BT2MEC34276
PU-77	2019 Ford F550 Crew	Vehicle	F550	SHOP	1FD0W5GT7K EF09077
PU-78	2022 Ford F250 XL	Vehicle	F250	Chad Allen	1FT8W2BT1NEG08978
PU-79	2022 Ford F-250 Crew	Vehicle	F250	Joe Foster	1FT8W2BT3NEG08979
PU-79	2019 Ford F150	Vehicle	F150	Ray Hardy	1FTEW1E56KFA91791

Equipment Available

Schedule C

PU-797	2022 Ford F250 XL	Vehicle	F250	Jarrett Lewis	1FT7W2BT7NEF96797
PU-80	2022 Ford F-250 XL 2WD		F250	Chuck Guinn	1FT7X2A61NEG38180
PU-81	2021 Ford F150 XL 2WD	Vehicle	F150	SHOP	1FTEW1CB2MKE79281
PU-82	2022 Ford F150 XL 4WD	Vehicle	F150	Brennon Webb	1FTFW1E89NFB42882
PU-83	2022 Ford F150 XL 4WD	Vehicle	F150	Jared Carter	1FTFW1E85NFB59484
PU-84	2022 Ford F250 XL 4WD Crew		F250	AGITION	1FT8W2BT9NEF96840
PU-86	2022 Ford F350 XL 4WD	Vehicle	F350	Russel Swain	1FT8X3BFXNBE75186
PU-87	2022 Ford F350 XL 4WD		F350	Jason Maldonado	1FT8X3BFXNBE75187
PU-89	2022 Ford F150 XL 2WD		F150	Trey Singleton	1FTFX1GP2NKF30689
PU-90	2021 F150 4X4 Crew Cab	Vehicle	F150	TOTALUED	1FTFW1E5XMF A20990
PU-091	2022 GMC Canyon	Vehicle	Canyon	Joe McCoy	1GTG5CEN6N1272091
PU-91	2022 F350 XL 4WD	Vehicle	F350	Alvin Lawson	1FD8W3H18NEC30991
PU-967	2022 Ford F350 Crew	Vehicle	F350	Alberto Castillo	1FD8W3G13NEF73967
PU-97	2019 F150 XL T4WD	Vehicle	F150	SOLD	1FTFW1E54K KF30297
PU-98	2022 Dodge RAM 5500	Vehicle	5500	Gary Warren	3C7WRNBL7NG277898
V-09	2021 Ford F350 Van	Vehicle	Ford	Gerardo Cabrera	1FDAX9XG2MK A99909
V-28	2009 ECON Wagon	Vehicle	Ford	Ulises Aguirre	1FBNE31L59DA46628

3. Dates of Completion:

26. Primary Bank Reference: Colony Bank 1031 East 24th Avenue  
Cordele, GA 31015 Jeffery Hester, Bank President  
229-271-2100

27. Bonding Capacity: Provide documentation from your surety identifying the following:  
Name of bonding company / surety: PentaRisk Associates of Georgia/Western Surety Company  
Name of surety agent: Western Surety Company/David C. Eades  
Address: Western Surety Company 151 N. Franklin Street Chicago, IL 60606  
Phone: 404-272-8104

28. Will you, upon request, fill out a detailed financial statement and furnish any other pertinent information that may be required by the Owner?

YES       No

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this Statement of Bidder's Qualifications

Dated at 10:50 AM, this 06th day of March, 2024.

Griffin Grading & Concrete, LLC

By: 

(Contractor)

Title: Andrew M. Poe, President



\_\_\_\_\_, being duly sworn deposes and says that he/she is of

Griffin Grading & Concrete, LLC and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED AND SWORN to before me this 06th day of March, 2024.

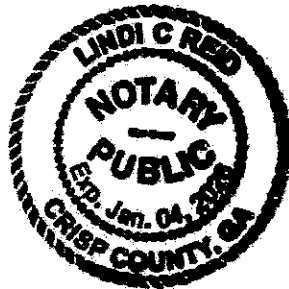
Notary's Signature 

Notary's Printed Name Lindi Reid

NOTARY PUBLIC, STATE OF Georgia

My commission expires:

March 06th, 2024



**E-VERIFY STATEMENT**

**Bid/Proposal Number:** PA Project No. 20213184.0002  
GDOT Project No. AP022-9052-33(087) Decatur

**Project Description:** REHABILITATE RUNWAY 14/32 at Decatur County Industrial Air Park (BGE)

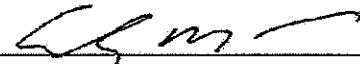
**Project Location:** Decatur County Industrial Air Park (BGE)

Bidder acknowledges and agrees to the following:

If Bidder becomes the Successful Bidder, then Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Bidder during the term of the Contract to perform employment duties within Georgia; and
2. All persons, including subcontractors, assigned by the Bidder to perform work pursuant to the contract with the **Decatur County Board of Commissioners**.

**Company/Firm:** Griffin Grading & Concrete, LLC

**Authorized Signature:** 

**Printed Name and Title:** Andrew M. Poe, President

**Date:** 03/06/2024



AFFIDAVIT OF

Andrew M. Poe, an individual over the age of twenty-one (21) years, residing at

Entrekin Road Cobb GA 31735

[street address], [city], [county], [state], [zip code]

being duly sworn or affirmed this 01st day of November, 2023, before the Georgia licensed notary public whose acknowledgement appears herein below, deposes and says that:

1. I am the President of Griffin Grading & Concrete, LLC [title] [contractor's company name]

a Limited Liability Corporation duly formed and existing under the laws of Georgia [legal form of entity]

and authorized to do business in Georgia with its principal place of business located at 1179 US-280 Cordele, GA 31015 and, as [contractor address]

such, I have the requisite knowledge and authority to provide and certify the truthfulness, correctness, completeness and accuracy of the information in this affidavit.

2. The Contractor has prepared for submission this Qualification Form for consideration by Coffee County, Georgia.

3. The Contractor's experience statement is attached to the form as called for on the Bidder Qualification Form.

4. I certify such experience and financial statements to be true, correct, complete and accurate as of their respective date and true, correct complete and accurate without material change as of the date hereof.

5. I understand and acknowledge that falsification of any requested information may result in the rejection of Qualification to Bid.

6. I understand and acknowledge that the owner will rely on this affidavit and the truthfulness, correctness, completeness and accuracy of the information in this affidavit.

Respectfully submitted by:



Name [Signature] Signature

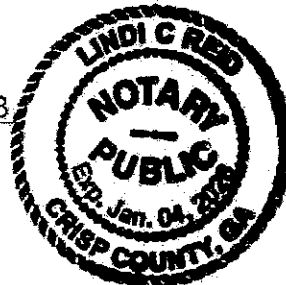
(Title) Andrew M Poe, President

Name of Company Griffin Grading & Concrete, LLC

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 01st DAY OF November, 2023

[Signature] Notary Public Lindi Reid

My Commission Expires: Jan 4th, 2026





Russell R. McMurry, P.E., Commissioner  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

September 1, 2023

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2GR650**

Griffin Grading & Concrete, LLC  
 1179 Hwy 280 W  
 Cordele, GA 31015

In accordance with The Rules and Regulations Governing the Prequalification of Prospective Bidders, you are hereby notified that the Georgia Department of Transportation has assigned the following Rating. This Certificate is effective on the date of issue stated above and cancels and supersedes all Certificate(s) previously issued:

**MAXIMUM CAPACITY RATING: \$564,500,000.00**

**CERTIFICATE EXPIRES: August 31, 2025**

**PRIMARY WORK CLASS/CODE: 208**

**SECONDARY WORK CLASS(ES)/CODE(S): 149, 163, 167, 201, 205, 209, 301, 310, 400, 432, 441, 513, 550 and 668.**

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

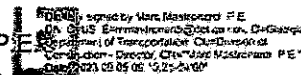
A Prequalified Contractor may request an extension of its current prequalification prior to the expiration date of the prequalification by providing the Department with the following information: the amount of time requested for the extension (either 30, 60 or 90 days), the reason for the extension request and the original expiration date of the prequalification. The Department in its discretion will determine whether the extension should be granted and will notify the Contractor of its determination.

Allowing approved prequalification to lapse will leave the Contractors without the ability to bid work until such time as the standing returns to an approved status. If you desire to apply at some intermediate period before the expiration date, your Rating will be reviewed based on the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT. *Work class codes are for reference only and do not represent a certification to be provided in support of contractor ability or NAICS code determinations. NAICS Codes are assigned by the office of Equal Employment Opportunity.*

Sincerely,

Marc Mastronardi, P.E.  
 Marc Mastronardi, P.E.  
 Chairman, Prequalification Committee/Contractors



MM:TKA



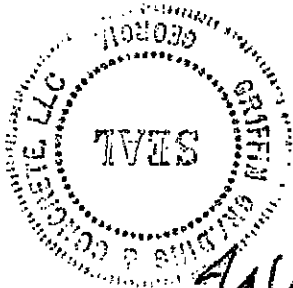
**CONSENT TO ACTION IN LIEU OF MEETING OF  
BOARD OF DIRECTORS OF  
GRIFFIN GRADING & CONCRETE, LLC**

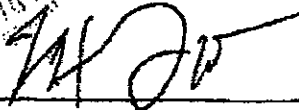
The Directors hereby unanimously consent to the following action in lieu of a formal meeting of the Board of Directors, to-wit:

The following officers of Griffin Grading & Concrete, LLC are elected to serve until they resign or are replaced by subsequent action of the Board of Directors:

<b>President: Vice</b>	<b>Andrew M. Poe</b>
<b>President:</b>	<b>Mandy M. Sudduth</b>
<b>General Manager:</b>	<b>Brady Rigdon</b>
<b>Secretary:</b>	<b>William H. Griffin, IV</b>
<b>Treasurer:</b>	<b>William H. Griffin, IV</b>

**SO DONE, this the 16th day of November, 2022.**



  
\_\_\_\_\_

**William H. Griffin, IV, Secretary**

# STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF EXISTENCE

I, **Brad Raffensperger**, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

**Griffin Grading & Concrete, LLC**

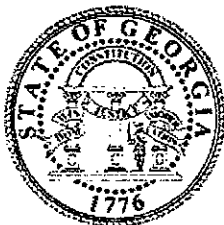
a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 21141830  
Date Inc/Auth/Filed: 06/25/2010  
Jurisdiction : Georgia  
Print Date : 07/08/2021  
Form Number : 211



*Brad Raffensperger*

Brad Raffensperger  
Secretary of State

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>Griffin Grading &amp; Concrete, LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC             <input type="checkbox"/> C Corporation             <input type="checkbox"/> S Corporation             <input type="checkbox"/> Partnership             <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>C</u>  <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶       </p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):          Exempt payee code (if any) _____          Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small> </p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>PO Box 682</b></p> <p><b>6</b> City, state, and ZIP code  <b>Cordele, GA 31010</b></p> <p><b>7</b> List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
--------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
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<b>or</b>											
<b>Employer identification number</b>											
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2											

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Quidi Orziel</i>	Date ▶ 01/09/2023
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

CONTRACT DOCUMENTS FOR  
**Decatur County Board of  
Commissioners**



**REHABILITATE RUNWAY 14/32**  
at  
**Decatur County Industrial Air Park (BGE)**

**FEBRUARY 2024**

PREPARED BY:  
PASSERO ASSOCIATES, LLC

**PASSERO**  
engineering architecture

3855 Shallowford Road, Suite 310  
Marietta, GA 30062

PA Project No. 20213184.0002

GDOT Project No. AP022-9052-33(087) Decatur

All materials used shall be in accordance with Georgia Department of Transportation, State of Georgia, Standard Specifications Construction of Transportation Systems, 2021 Edition or by Special Provision, except for electrical items of work which shall be in accordance with applicable FAA Specifications.

**ADVERTISEMENT FOR BIDS**

**REHABILITATE RUNWAY 14/32**

**DECATUR COUNTY INDUSTRIAL AIR PARK (BGE)**

Sealed bids for the REHABILITATE RUNWAY 14/32 project will be received by the *Decatur County Board of Commissioners* at the Decatur County Administrative Office, 203 W. Broughton Street, Bainbridge, GA 39817 on **March 6, 2024 @ 2:00 P.M. local time** and at that hour opened and publicly read aloud for the improvements to the Airport as listed herein. No pre-bid meeting will be held.

**PROJECT DESCRIPTION**

The project consists of the rehabilitation of the existing runway pavement, including necessary tie-ins at connecting taxiways.

The location of the work is at the *Decatur County Industrial Air Park, located in Bainbridge, GA.*

Prospective bidders should read the following instructions carefully before submitting their bids. For each item on the bid form there is a space provided for the price to be shown in numerals and words. All notations must be in ink. Totals read at the opening of bids are not guaranteed to be correct and no final award of contract will be made until the bid and extensions have been verified.

A Bidder's bond must be executed on the form furnished by the Owner, and the required bond, cash, cashier's check, or certified check must accompany each proposal, in the amount of 5% of the total amount of the proposal. A 100% performance bond and a 100% payment bond will be required of the Contractor at time of contract execution. A Georgia Resident Agent must countersign all bonds from a surety company authorized by law to do business in this State pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance; no bond shall be approved unless the surety is on the U.S. Dept. of Treasury's list of approved bond sureties.

The successful bidder will be required to provide the Owner with the affidavit required by OCGA 36-91-21 (e) *Competitive Award Requirements*.

All work under the contract shall be completed within **72 calendar days** (60 calendar days for Phase I and 12 calendar days for Phase II) from the issuance of the Construction Notice to Proceed.

Liquidated damages for delays in completion will be assessed **\$1,350.00 for Phase I per calendar days & \$1,750 for Phase II per calendar days.**

Payment will be made monthly on completed work. Retainage will be held by the Owner to a maximum of ten percent (10%) of each progress payment.

A complete set of Bid Documents, consisting of this Notice To Bidders, the General Provisions, Technical Specifications, Bid Forms, Agreement Forms and Contract Drawings, will be available on Monday, February 5, 2024; and may be obtained from the Passero Associates website, [www.passero.com](http://www.passero.com), under the "BIDS" tab and from the following sources:

Georgia Procurement Registry website & the Post Searchlight

Technical questions shall be directed to Tiffany King ([tking@passero.com](mailto:tking@passero.com)) and must be received no later than **Friday, February 23, 2024 @ 5:00PM**. An addendum responding to questions received will be issued by the close of the business day on **Wednesday, February 28, 2024** and posted via the Passero Associates website, [www.passero.com](http://www.passero.com), under the "BIDS" tab.

There is no cost to download the contract documents, but prospective bidders must sign up as a Planholder in order to receive addenda and contract notices. Planholders are automatically signed up when downloading the Bid documents from [www.passero.com](http://www.passero.com).

**Bid Summary Schedule:**

Advertisement	Bid Document Available	Pre-Bid Meeting	Last Day for Questions	Addendum Issued	Bid Opening
Friday, February 2, 2024	Monday, February 5, 2024	N/A	Friday, February 23, 2024	Wednesday, February 28, 2024	March 6, 2024 @ 2:00 P.M. local time

Envelopes containing bids must be sealed, addressed to the undersigned, and marked as follows: "Bid for Construction at *DECATUR COUNTY INDUSTRIAL AIR PARK (BGE)*, Project Name as stated in page one of the Bid Forms, Passero Associates Project 20213184.0002, Bidders Name and Address". Bids will be required to remain open for acceptance or rejection for 120 calendar days after the date of opening of bids.

Site visits must be coordinated through the Airport Manager, Tommy Johnson (229-248-2103).

## **IMPORTANT NOTICE TO BIDDERS**

The following regulations and requirements apply to this project:

**Foreign Trade Restriction:** Denial of Public Works contracts to suppliers of goods and services of countries that deny procurement market access to US contractors (DOT Reg. 49 CFR Part 30)

**Government wide debarment and suspension and government wide requirements for drug free workplace.** (DOT Regulation 49 CFR Part 29)

**Davis-Bacon Act** (DOL Regulation 29 CFR Part 5)

**Affirmative Action to Ensure Equal Employment Opportunity** (Executive Order 11246 and DOL Regulation 41 CFR Part 60)

**DBE OBLIGATION.** The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract 7.67% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. Individuals who are rebuttably presumed to be socially and economically disadvantaged including: women, African American, Hispanics, and Native Americans, Asian- Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit, with the bid, information concerning the DBE's that will participate in this contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide, with the bid, documentation demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

Contractor and Subcontractor must state affirmatively that the firm has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

### **Title VI Solicitation Notice:**

The Decatur County Board of Commissioners, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The bidder must have at his disposal the necessary equipment to put on the project when notice is given to begin work and to do the work within the time specified. The proposal of any bidder

will be rejected if the award of the work for which the proposal is submitted. may, in the judgment of the Owner, affect the workmanship, financing or progress of other work awarded to the bidder in the same letting or other work which the bidder may have under contract.

THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE INFORMALITIES IS RESERVED TO THE OWNER.

Alan Thomas, County Administrator  
Decatur County Board of Commissioners



## INSTRUCTIONS TO BIDDERS

### **GENERAL**

ALL PROVISIONS OF THE FEDERAL AVIATION ADMINISTRATION SPECIFICATIONS SHALL APPLY AS MODIFIED IN TECHNICAL SPECIFICATIONS SECTION, EXCEPT WHERE SPECIFIED THAT SECTION APPLIES TO GEORGIA STANDARD SPECIFICATIONS CONSTRUCTION OF TRANSPORTATION SYSTEM, 2021 EDITION.

The following requirements apply to the contract(s) for this project:

### **PREQUALIFICATIONS OF BIDDER**

Each bidder shall furnish the owner satisfactory evidence of his/her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder shall submit evidence that he is prequalified with the Georgia DOT and is on the current "bidder's list" of the state in which the proposed work is located. Such evidence of Georgia DOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports hereinbefore specified.

Each bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Owner at the time of bid opening.

### **BID GUARANTEE BOND OF 5%**

(49 CFR Part 18.36 (h)(1)) Each Bidder shall post a proposal guarantee bond in the amount of 5% of the bid price. No bids shall be read or considered without a proper form of security.

### **PERFORMANCE BOND OF 100%**

(49 CFR Part 18.36 (h)(2)), Bidder shall post a performance bond in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

**PAYMENT BOND OF 100%**

(49 CFR Part 18.36 (h)(3)). Bidder shall post a payment bond payable to the OWNER in the amount of 100% of the bid price if awarded the contract. Such bond(s) are due prior to contract execution to guarantee timely payment of invoices to any subcontractors.

**AUTHORITY TO SIGN**

If an individual makes a Proposal, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the person or persons signing the Proposal must show the name of the State under the laws of which the corporation is chartered and his, or their, authority for signing same, and the names, titles and addresses of the President, Secretary and Treasurer, and the corporate authority for doing business in this State. In the case of a Limited Liability Corporation a Certificate of Authority shall be executed by the Chief Officer certifying that he/she has the authority to execute contracts between the LLC and OWNER. A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Bidder.

**NON-COLLUSION**

By submitting a bid in response to this solicitation, the Bidder represents that in the preparation and submission of this bid, said Bidder did not either directly or indirectly, enter into any combination or arrangement with any person, Bidder, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(49 CFR Part 29), The bidder/offeree certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeree/Contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

**BUY AMERICAN PREFERENCES**

(Title 49 United States Code, Chapter 501). The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

**FOREIGN TRADE RESTRICTION**

(49 CFR Part 30), Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U. S. Contractors. The successful bidder must comply with 49 CFR Part 30 and submit the Certification Regarding Foreign Participation provided in the proposal documents.

**CERTIFICATION OF NONSEGREGATED FACILITIES**

(41 CFR Part 60-1.8), The successful bidder must comply with 41 CFR Part 60-1.8 and submit the Certification of Nonsegregated Facilities provided in the proposal documents.

**EQUAL EMPLOYMENT OPPORTUNITY**

(Executive Order 11246 & 41 CFR Part 60), The successful bidder must comply with 41 CFR Part 60 and submit the Equal Opportunity Report Statement provided in the proposal documents.

**NONDISCRIMINATION**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement CONTRACTOR, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination;
2. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

**DISADVANTAGED BUSINESS ENTERPRISE**

(49 CFR Part 26) The Contractor and/or its subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. The overall DBE goal for this project is **7.67%**.

**DAVIS BACON ACT**

(29 CFR Part 5) This project is partially funded by the U. S. Department of Transportation under the Federal Aviation Administration's Airport Improvement Program. Therefore, the project is subject to minimum wages as determined by the U. S. Dept. of Labor. The applicable Wage Determination is a part of Section 130.

**DRUG FREE WORKPLACE CERTIFICATION**

The CONTRACTOR must certify that they are in full compliance with the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act". The undersigned further certifies that:

- a. A drug-free workplace will be provided for the CONTRACTOR'S employees during performance of the contract; and

- b. Each CONTRACTOR who hires a subcontractor to work in a drug-free work place shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (CONTRACTOR's name). (Subcontractor's name) certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".
- c. The CONTRACTOR further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.
- d. CONTRACTOR may be suspended, terminated, or debarred if it is determined that:
  - (1) The CONTRACTOR has made false certification hereinabove; or
  - (2) The CONTRACTOR has violated such certification by failure to carry out the requirements of the Official Code of Georgia Section 50-24-3.

#### **SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

All BIDDERS shall submit as part of their BID on the prescribed schedules a list of all subcontractors and other persons and organizations (including those who are to furnish principle items of material and equipment) proposed for those portions of the Work as to which such identification is required. If requested by OWNER, the low BIDDER shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, other person or organization. If OWNER after due investigation has reasonable objection to any proposed subcontractor, other person or organization, the OWNER may before giving the NOTICE OF AWARD require the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful BIDDER declines to make any such substitution, the Contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person, or organization so listed and to whom the OWNER does not make written objection prior to giving the NOTICE OF AWARD will be deemed acceptable to OWNER.

#### **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful CONTRACTOR understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this bid and contract document. The CONTRACTOR further agrees that such compliance shall be attested by the CONTRACTOR and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between the OWNER and the successful CONTRACTOR. The Affidavits must be provided to the OWNER within five (5) business days of the Subcontractor being hired to work on the project.

#### **SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) PROGRAM**

Since a contract has been deemed a "public benefit," the CONTRACTOR or other party to the contract must be run through the federal Systematic Alien Verification for Entitlements (SAVE) Program. This program requires that local government verify the legal status of non-U.S.

citizens who apply for certain benefits. The CONTRACTOR must execute a SAVE affidavit attesting that either he or she is a U.S. citizen or legally qualified to receive the benefit. If the contractor is not a U.S. citizen, then the local government has to run that contractor through the SAVE system. Only non-U.S. citizens can be processed through the SAVE program.

#### **BID FORM AND SCHEDULES**

One copy of the Bid Form and Schedules is included with the Bidding Documents. One additional copy is provided for use in preparing BIDS. DO NOT USE THE FORM IN THE PROJECT MANUAL FOR SUBMISSION OF BIDS.

All blanks on the bid Forms and schedules must be completed in ink or by typewriter. Each Bid must be submitted on the prescribed form. The Bid Price must be stated in words and numerals or as indicated in the BID FORM.

BIDS by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.

BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. The address and telephone numbers to which communications regarding the BID are to be directed must be shown on the Bid Form.

All names must be typed or printed below the signatures. The individual OWNER and the terms "doing business" must sign BIDS by individuals or "sole OWNER" must appear under the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of all addenda and the date each was received shall be filled in on the BID form).

#### **ADDENDA AND INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Requests for interpretations of drawings and specifications must be made in writing to the Engineers not later than Friday, February 23, 2024 at 5:00PM. Any interpretations made to bidders will be issued in the form of Addenda to the specifications and furnished to all bidders. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral explanations and interpretations made prior to the bid opening shall not be binding and without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER and ENGINEER.

Failure of any BIDDER to receive and/or acknowledge any such Addendum or interpretation shall not relieve BIDDER from any obligation under this BID as submitted.

### **EXCEPTIONS AND OMISSIONS**

If exceptions are taken to any portion of these specifications, such exception must accompany the bid and must be in writing. If any feature normally included in a complete job of this nature is omitted from these specifications, it too must be so stated in writing and be included with the bid.

### **PREPARATION OF BIDS**

Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification in any way after the deadline for the bid opening.

Unit price must be shown on the Bid Cost Submittal Form in this document. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.

All product, equipment, article or material must be new and unused or current production. No reconditioned or used item(s) will be accepted except as specifically requested herein. Units that are classified as prototype or discontinued models are not acceptable.

### **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE**

The bidder is expected to carefully examine the site of the proposed work, the proposal, plans specifications, and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which he may make or obtain from his/her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

### **ESTIMATED QUANTITIES**

Estimated Quantities: Where quantities of work are given in the BID they are approximate and are assumed solely for comparison of the BIDS. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the contract, it being presumed that the BIDDER has verified the quantities necessary to complete the Work of the contract as intended, and any departure therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; not with any additional payment be made, regardless of the actual quantities required or ordered to complete the Work.

### **SUBMISSION OF BIDS**

BIDS shall be submitted at the time and place indicated in the Advertisement. Each BID shall be enclosed in a sealed envelope and marked and addressed as required in the below and in the Advertisement and shall be accompanied by the Bid Security and other required documents. If

the BID is sent through the mail or other delivery system. the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED for (Project Name)" on the face thereof. **Submit one original and one electronic copy on an USB Flash Drive** of the Bid Form, Schedules and other required documents.

Indicate the following information on the outside of the sealed envelope containing the bid:

- a. Project Name as stated on page one of the Bid Forms
- b. Project Number
- c. Location of Airport
- d. Bidder's Name and Address

**Mail Bids to:**  
**Decatur County Board of Commissioners**  
**Attn: Michelle West, County Clerk**  
**P.O. Box 726**  
**Bainbridge, GA 39818**

**Hand-deliver Bids to:**  
**Decatur County Board of Commissioners**  
**Attn: Michelle West, County Clerk**  
**203 W. Broughton St.**  
**Bainbridge, GA 39817**

The Submittal Checklist must be reviewed; and the bidder is to comply with the order of the submittal of documents. This document is to be included with the bid.

Bids may be submitted by mail, common carrier, or delivered in person. Fax or electronic bids are not acceptable. It shall be the duty of each Bidder to ensure that their bid is delivered within the time and at the place prescribed in this document. Bids received prior to the time fixed in this bid document will be securely kept unopened. Any bid received at the office designated in this document after the exact time and date specified, will not be considered. If a late bid is received via carrier, it will be marked "late bid" and will not be opened. If a late bid is hand delivered, it will be returned unopened to the presenter.

At the date and time specified for the opening of the bid, the bid shall be publicly opened and read aloud for the information of Bidders and others present.

If descriptive literature is attached to the bid, your firm's name must be on all sheets submitted.

Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Bid request. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from obligations in respect to the bid submittal or the compliance of the terms, conditions and requirements of the bid.

Individual contractors shall provide their Social Security number and proprietorships; partnerships and corporations shall provide their Federal Employer Identification number and provide a completed W9 form to be submitted with the bid.

The authorized representative whose signature will appear on the bid submitted certifies that the Bidder has carefully examined the instructions of this bid and the terms and specifications applicable to and made a part of this bid. The Bidder further certifies that the prices shown on

the Bid Price Submittal Form is in accordance with the conditions, terms and specifications of the bid and that any exception taken thereto may disqualify the bid.

Bids shall be made on the enclosed form if a form is provided.

Any documentation submitted with or in support of a bid or bid shall become subject to public inspection under the Georgia Open Records Act. Labeling such information "Confidential", "Proprietary", or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

#### **WITHDRAWAL OR REVISION OF PROPOSALS**

A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by telegram before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

#### **PUBLIC OPENING OF PROPOSALS**

Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

#### **CONSIDERATION OF PROPOSALS**

After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

- a. If the proposal is irregular as specified in the subsection titled **IRREGULAR PROPOSALS**.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled **DISQUALIFICATION OF BIDDERS**.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

#### **IRREGULAR PROPOSALS**

Proposals shall be considered irregular for the following reasons:



- a. If the proposal is on a form other than that furnished by the OWNER, or if the OWNER'S form is altered or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the BIDDER is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guarantee specified by the OWNER.

The OWNER reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the OWNER and conforms to local laws and ordinances pertaining to the letting of construction contracts.

#### **DISQUALIFICATION OF BIDDERS**

A bidder shall be considered disqualified for any of the following reasons:

- a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
- b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.
- c. If the bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF PROPOSAL FORMS of this section.

#### **RETURN OF PROPOSAL GUARANTY**

All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contracts bonds.

#### **RIGHTS RESERVED**

OWNER reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to negotiate contract terms with the Successful BIDDER, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words. Also, OWNER reserves the right to reject the Proposals of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make any award to that BIDDER, whether because the Proposal is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by OWNER. Discrepancies between the indicated sum or any column of figures and the correct sum thereof will be resolved in favor of the correct sum. On contract where unit prices are required, the right is reserved to increase or decrease the quantities specified, without changing the unit prices bid.

### **SUBSTITUTE OR "OR-EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" Items. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement.

### **AWARD OF CONTRACT**

**Responsiveness** - The determination of the Bidder's responsiveness will be made by the OWNER based on a consideration of whether the Bidder has submitted the following:

- Complete bid documents meeting bid requirements without irregularities, obviously unbalanced unit prices, excisions, special conditions, or alternatives bids for any item unless specifically requested in the bid solicitation.
- A properly executed Bid Bond.

In evaluation of Proposals, OWNER will consider qualifications of the BIDDERS and whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal form or prior to the Notice of Award.

OWNER may consider the qualifications and experience of subcontractors, other persons or organizations (including those who are to furnish the principle items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted. OWNER may also consider operating costs, maintenance considerations, performance data and guarantees of materials may also be considered by OWNER, when such data is submitted prior to Notice of Award.

OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time.

**Responsibility** - The determination of the Bidder's responsibility will be made by the OWNER based on whether the Bidder meets the following minimum standard requirements:

- Maintains a physical location presence and permanent place of business.
- Has the appropriate and adequate technical experience required.
- Has adequate personnel and equipment to perform the work expeditiously
- Able to comply with the required or proposed delivery and installation schedule.
- Has a satisfactory record of performance.
- The ability of Bidder to provide future maintenance and service for the use of the contract under consideration.
- Has adequate financial means to meet obligations incidental to the work.
- Such other factors as appear to be pertinent to either the bid or the contract.

In considering BIDS for this Work, particular attention will be given to the method of construction which the BIDDER plans to follow; the available experienced and skilled men which he plans to use in the prosecution of Work; the types of equipment and materials he plans to install; and, he shall prepare and furnish this information in writing at the OWNER's request.

Furthermore, the successful BIDDER must, prior to the award of the Contract, be prepared to discuss in detail all matters relating to any special features of the Work with the end view of obtaining high-grade workmanship and proper performance of the Contract.

OWNER reserves the right to reject the BID of any BIDDER who does not pass any evaluation to Owner's satisfaction.

If a contract is to award, it will be awarded to the lowest responsive and responsible BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

If the lowest or the best BID exceeds the funds available for the work, the OWNER may reject all BIDS, or reduce the Scope of Work as necessary to diminish the total cost of the project to a sum compatible with the funds available for the specified work.

Award of the Contract, if awarded, will be made by the OWNER, upon the recommendation of the ENGINEER to the lowest responsible, responsive BIDDER, whose Proposal meets the requirement of the OWNER, and complies with the applicable laws of the State of Georgia.

If a contract is to be awarded, OWNER will give the Successful BIDDER a NOTICE OF AWARD within **one-hundred and twenty (120) calendar days** after the day of bid Opening, or such mutually agreeable extension of time.

The Owner intends to complete all four phases of the project; however, based on the availability of federal and state funding, the Owner may choose to initially award a single phase or multiple phases of the project. Should the Owner choose to not initially award all four phases of the project, the intent would be to complete any remaining phases in the next fiscal year, or as soon as sufficient funding becomes available.

### **INSURANCE REQUIREMENTS**

Prior to beginning the work, contractor shall furnish to the owner, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below:

1. Minimum Amounts: The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full

force and effect for the entire term of the Contract.

2. The insurance certificate must provide the following:
  - a. Name, address, signature, and telephone number of authorized agents.
  - b. Name and address of insured.
  - c. Name of Insurance Company.
  - d. Description of coverage in standard terminology.
  - e. Policy number, policy period and limits of liability.
  - f. Name and address of GDOT as certificate holder.
  - g. Thirty (30) day notice of cancellation.
  - h. Details of any special policy exclusions.
3. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.
4. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad From Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the contractor agrees to reimburse the Funds for such monies paid out by the Funds.

#### **CANCELLATION OF AWARD**

The OWNER reserves the right to cancel the award without liability to the BIDDER, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the OWNER.

#### **SIGNING OF AGREEMENT**

After the OWNER gives a NOTICE OF AWARD to the successful BIDDER, they will submit **three (3)** unsigned counterparts of the Agreement and all other required Contract Documents. Within **fifteen (15) days** following the effective date of "Award" CONTRACTOR shall sign and deliver all executed counterparts of the Agreement to the OWNER with all other Contract Documents including insurance certificates and executed bonds attached thereto. OWNER will identify those portions of the Contract Documents not fully signed by the OWNER and CONTRACTOR and such identification shall be binding on all parties.

#### **FAILURE TO EXECUTE CONTRACT**

Failure to execute contract and file acceptable bonds as provided herein within **fifteen (15) days** from the date of award shall cause forfeiture of the Proposal Guaranty to the OWNER not as a penalty, but in liquidation of damages sustained. At the discretion of the OWNER, the award may then be made to the next lowest responsible BIDDER, or the work may be re- advertised.

### **CONTRACT ASSURANCE**

The BIDDER/OFFERER certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the BIDDER/OFFERER/CONTRACTOR or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

### **PROMPT PAYMENT**

The prime CONTRACTOR agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **seven (7)** days from the receipt of each payment the prime CONTRACTOR receives from the Airport OWNER. The prime CONTRACTOR agrees further to return retainage payments to each subcontractor within **seven (7)** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport OWNER. This clause applies to both DBE and non-DBE subcontractors.

### **INDEMNIFICATION**

The vendor that is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the OWNER and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the OWNER and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The CONTRACTOR's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the OWNER, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the CONTRACTOR.

### **CONTRACT TIME**

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement. Contract Time for this project is 72 calendar days (60 calendar

days for Phase I and 12 calendar days for Phase II) from issuance of notice to proceed (NTP).

**LIQUIDATED DAMAGES**

Liquidated damages for delays in completion will be assessed at \$1,350 per calendar day for Phase I & \$1,750 per calendar day for Phase II.

**PROJECT SCHEDULE**

A project schedule showing the work in the order proposed by the CONTRACTOR and the time required to complete each phase will be required before the signing of contract. This schedule shall include the dates for beginning and completion of all phases of the work. If, in the opinion of the ENGINEER, the CONTRACTOR falls behind in his schedule or will not be able to complete the project in the time limits, he may require the CONTRACTOR to revise his schedule and put additional manpower and equipment on the project if so ordered.

Notice to Proceed shall not be issued until the ENGINEER has approved the schedule in writing. Failure of the CONTRACTOR to comply with the schedule may be cause for withholding payments due the CONTRACTOR.

**CODES, PERMITS, FEES, LICENSES, AND LAW**

All permits, fees, arrangements for inspections, licenses, and costs incurred for the same shall be the sole responsibility of the successful Bidder. All materials, labor and construction must comply with all applicable rules and regulations of local, state and/or national codes, laws and ordinances of all authorities having jurisdiction over the project, shall apply to the contract throughout and will be deemed to be included in the contract the same as though herein written out in full.

*Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law, O.C.G.A. Section 43-41-17.*

**COPIES FURNISHED**

The ENGINEERS shall furnish the successful CONTRACTOR, free of charge, **two (2) copies** of the plans and specifications. If additional copies are the CONTRACTOR requests copies, they will be furnished at the price specified elsewhere in these documents.

**DRAWINGS AND SPECIFICATIONS ON THE SITE**

The CONTRACTOR shall keep one copy of all drawings and specifications on the site of the work in good order, available to the ENGINEERS and to their representatives.

**SANITARY PROVISIONS**

The CONTRACTOR shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and all local ordinances. No nuisance will be permitted.

**SAFETY**

All vendors and subcontractors performing services are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all

contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

### **RESPONSIBILITY**

The CONTRACTOR shall be responsible for all material and work until they are finally accepted by the OWNER and shall repair at his own expense any damage they sustain before their final acceptance. The CONTRACTOR shall be responsible for all damages caused by him of whatever nature and must settle all claims arising from such damage without cost to the OWNER; he shall act as defendant in, and bear the expense of each and every suit, if any, and of every nature, which may be brought against him or the OWNER by reason of, or connected with the work under the contract; should any claim arise, the OWNER may hold back sufficient money to meet said claims until the CONTRACTOR has satisfied the OWNER that all claims against him as the result of his work have been adjusted. He must also show that there are no claims or liens whatsoever outstanding at the completion of the contract before final payment is made.

### **TESTING - GENERAL**

The CONTRACTOR shall use an independent testing laboratory for Quality Control project tests. A separate independent testing laboratory will be selected by the OWNER for the Quality Assurance Testing. The CONTRACTOR is responsible for Quality Control Testing, including costs. (See General Provisions Section 100-07 Quality Control Testing Plan.)

When the CONTRACTOR has prepared an item of work to the stage where testing is required, he shall notify the ENGINEER what portion of the project he desires to have tested. The ENGINEER shall initiate the tests required by the contract specifications.

However, the payment of the tests by the OWNER and scheduling by the ENGINEER does not relieve the CONTRACTOR of any responsibility in regards to meeting the job specification. If the CONTRACTOR desires additional tests, he may provide same for his own information.

Major testing to be done during construction is listed for each item in the Construction Details for that item.

### **DESIGN, STANDARDS AND PRACTICES**

Design, strength, quality of materials and workmanship must conform to the highest standards of engineering practices and/or professional services.

### **CLAIMS**

The OWNER reserves the right to refuse to issue any vouchers and to direct that no payment shall be made to the CONTRACTOR in case the OWNER has reason to believe that said CONTRACTOR has neglected or failed to pay any subcontractor, materialmen, workmen, or employee for work performed on or about the work included in these specifications until the OWNER is satisfied that such subcontractors, materialmen, workmen, or employees have been fully paid.

**MANUFACTURER'S CERTIFICATION AND DELIVERY TICKETS**

The CONTRACTOR shall furnish a manufacturer's certificate of compliance with the Specifications on all materials furnished. A delivery ticket on all material delivered to job site shall be furnished to the ENGINEER.

**STATEMENT OF WARRANTY**

A Statement of Warranty should include all applicable manufacturers' warranty as well as the manufacturer's required minimum 1-year warranty in regards to equipment, materials and workmanship. This statement shall include the terms, conditions and the period of warranty coverage. Any exclusion(s) must be clearly stated.

**CONSTRUCTION OPERATIONS PLANS**

Specific guidelines for working on the airport apply to this project. These minimum guidelines are set forth on the Plans and in Section 01030 "Airport Project Procedures".

**CONSTRUCTION AS INDEPENDENT CONTRACTOR**

In conducting its business hereunder, CONTRACTOR acts as an independent contractor and not as an employee or agent of the OWNER. The selection, retention, assignment, direction and payment of CONTRACTOR's employees shall be the sole responsibility of CONTRACTOR.

**ASSIGNMENT**

The Agreement, in whole or any part hereof, created by the award to the successful CONTRACTOR shall not be sold, not be assigned or transferred by CONTRACTOR by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of CONTRACTOR, or with a business entity which is merged or consolidated with CONTRACTOR or which purchases a majority or controlling interest in the ownership or assets of CONTRACTOR without the prior written consent of the OWNER.

**PERFORMANCE OF CONTRACT**

The OWNER reserves the right to enforce the CONTRACTOR's performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the OWNER in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Bidder's performance.

The successful CONTRACTOR shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

The CONTRACTOR accepts the relationship of trust and confidence established by the award of this bid solicitation. The CONTRACTOR covenants with the OWNER to utilize the CONTRACTOR's best skill, efforts and judgment in furthering the interest of the OWNER; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the OWNER.

All purchases for goods or services are subject to the availability of funds for this particular



purpose.

### **FAILURE TO COMPLY WITH PROVISIONS**

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

- 1) Withhold progress payments or final payment,
- 2) Terminate the contract,
- 3) Seek suspension/debarment, or
- 4) Any other action determined to be appropriate by the sponsor or the FAA.

### **DEFAULT AND TERMINATION**

**Termination by CONTRACTOR:** The agreement resulting from this bid shall be subject to termination by CONTRACTOR in the event of any one or more of the following events: The default by OWNER in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of OWNER to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from CONTRACTOR to remedy the same.

**Termination by OWNER:** The agreement resulting from this bid shall be subject to termination by the OWNER at any time in the opinion of the OWNER; the CONTRACTOR fails to carry out the contract provisions of any one or more of the following events:

1. The default by CONTRACTOR in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of CONTRACTOR to remedy, or undertake to remedy with sufficient forces and to the OWNER's reasonable satisfaction, the OWNER shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the CONTRACTOR fails to remedy such conditions within thirty (30) days to the satisfaction of the OWNER, the OWNER may exercise their option in writing to terminate the Agreement without further notice to the CONTRACTOR and order the CONTRACTOR to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the OWNER.
2. CONTRACTOR files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of CONTRACTOR and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
3. CONTRACTOR's failure to conduct services according to the approved bid specifications.
4. CONTRACTOR's failure to keep, perform, or observe any other term or condition of this Agreement.
5. CONTRACTOR's performance of the contract is unreasonably delayed.
6. Should the successful Bidder fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other

requirements contained herein are not met, the OWNER reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

7. The CONTRACTOR agrees by its bid submission that the OWNER's decision is final and valid.

**Force Majeure:** Neither party shall be held to be in breach of the Agreement resulting from this bid, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Waiver:** The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

## RESOLUTION

of the

### Decatur County Board of Commissioners

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA REGARDING FUTURE DEVELOPMENT OF SOLAR ENERGY PROJECTS WITHIN DECATUR COUNTY.

**WHEREAS**, heretofore, on September 8, 2020, the Board of Commissioners of Decatur County, Georgia expressed a policy with respect to abatements of property tax for Utility Scale Solar Energy Facility Projects which provided for a sixty percent (60%) property tax abatement for a period of sixteen (16) years; and

**WHEREAS**, the Board of Commissioners of Decatur County, Georgia, having given additional thought, consideration and study with respect to property tax abatements for Utility Scale Solar Energy Facility Projects as provided for in the Resolution dated September 8, 2020 and with respect to property tax abatements for solar energy projects of any capacity; and

**WHEREAS**, the Board of Commissioners of Decatur County, Georgia, also solicited the input of interested citizens and parties with regard to such property tax abatements at a public hearing held, after due notice, on the 28th day of November, 2023; and

**WHEREAS**, the Board of Commissioners of Decatur County, Georgia, no longer believes, nor finds, it is proper for Decatur County, Georgia to have as its policy the abatement provisions for property tax stated in the Resolution adopted by the Board of Commissioners, on September 8, 2020 nor as its policy to offer property tax abatements for solar energy projects of any capacity.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Decatur County, Georgia as follows:

- (A) The Board of Commissioners of Decatur County, Georgia, hereby provides, finds and states that it is no longer the policy of Decatur County, Georgia to provide the property tax abatements set out in the Resolution adopted September 8, 2020 nor to provide property tax abatements for solar energy projects of any capacity;
- (B) The abatement policy set out in the Resolution adopted September 8, 2020, will, however, be honored and applied to any such Utility Scale Solar Energy Facility Project having an installation capacity of 200 megawatts (MW) direct current (DC) or greater as to any Project not yet under construction for which there is in existence on the effective date of this resolution an “option for lease” or a “lease” where actual construction on the Project commences before March 12, 2026;

- (C) The proper officers and agents of the county are hereby authorized to take any and all further action that may be required in connection with the implementation of this Resolution; and
- (D) This Resolution shall take effect immediately upon its adoption.

BOARD OF COMMISSIONERS OF  
DECATUR COUNTY, GEORGIA

BY: Pete Stephens  
Pete Stephens, Chairman

ATTEST: Michelle B. West  
County Clerk



Adopted this 12th day of March, 2024.

# CERTIFICATE OF AUTHORITY

I, Michelle B. West, certify that I am the County Clerk  
(Name) (Secretary or Attesting Officer)

of the Decatur County Board of Comm named as grantee/lessee/licensee herein;  
(Agency Name)

that Pete Stephens, who signed this Agreement on behalf  
(Officer Name)

of said Decatur County Board of Comm was then Chairman  
(Agency Name) (Officer Title)

of the Agency; and that said Agreement was duly signed for and on behalf of

the Decatur County Board of Comby authority of its governing body and is  
(Agency Name)

within the scope of its statutory powers.

Signed, Michelle B. West  
Secretary or Attesting Officer

(The person that signed the attached instrument cannot sign Certificate)

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**

**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
MOBILE DISTRICT**

Consent No. DACW01-C-23-0088

Project: **JIMWOO**

Tract No. K-1016-E, K-1021-1024-E, and K-1038-E

**CONSENT TO EASEMENT**

**WHEREAS**, the United States has acquired a perpetual flowage easement over Tract Nos K-1016-E, K-1021-1024-E, and K-1038-E located at Lake Seminole, and which is recorded in Deed Book 1, Page 7801 in the records of Decatur County, Georgia.

**WHEREAS**, said easement grants to the United States the right of prior approval for any structure to be located within the easement area, which area is under the administrative control of the Mobile District, Corps of Engineers;

**NOW THEREFORE**, the United States hereby gives consents to **Decatur County Public Works**, for the construction, placement, and maintenance of an access road at the location shown on Exhibit "A" attached hereto;

**PROVIDED HOWEVER**, that this consent is subject to the following conditions:

1. All activities conducted on the premises shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

2. The giving of this consent does not in any way subordinate the United States prior easement rights. The United States shall in no case be liable for any damage or injury to the structures herein consented to, which may be caused by any action of the United States under its easement, or that may result from future operations undertaken by the United States, and no claim or right to compensation shall accrue from such exercise of the United States' easement rights.

3. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the consented activity.

4. This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the consentee shall obtain such permission as may be required on account of any other existing rights. It is understood that this consent does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. 403), Section 404 of the Clean Water Act (33 U.S.C. 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

**IN WITNESS WHEREOF** I have hereunto set my hand by authority/direction  
of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

---

Christopher C. May  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Mobile District

Signed, sealed, and delivered  
in the presence of:

---

Unofficial Witness

---

NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

[SEAL]

THIS CONSENT is also executed by the grantee this 12<sup>th</sup> day of March, 2024.

**DECATUR COUNTY PUBLIC WORKS**

*Pete Stephens*

SIGNATURE

*Pete Stephens*

NAME

*Chairman*

TITLE

Signed, sealed, and delivered  
in the presence of:

*[Signature]*

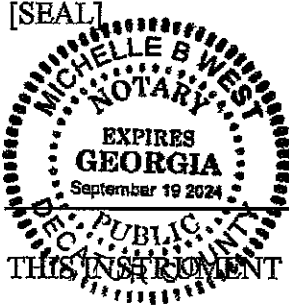
Unofficial Witness

*Michelle B. West*

Notary Public

My Commission Expires \_\_\_\_\_

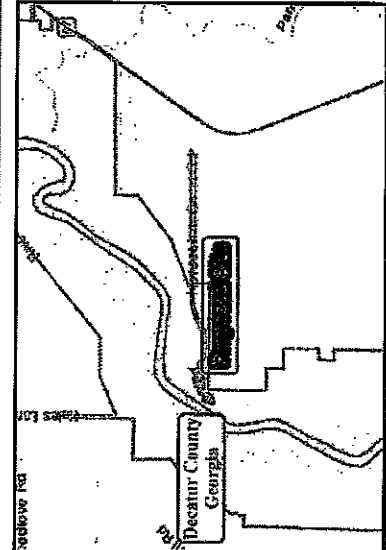
[SEAL]



THIS INSTRUMENT PREPARED BY:

**India J. Hyatt, Realty Specialist**  
U.S. Army Corps of Engineers  
251-215-2414





# Exhibit "A"

## Lake Seminole Horseshoe Bend

### DACW01-C-23-0088

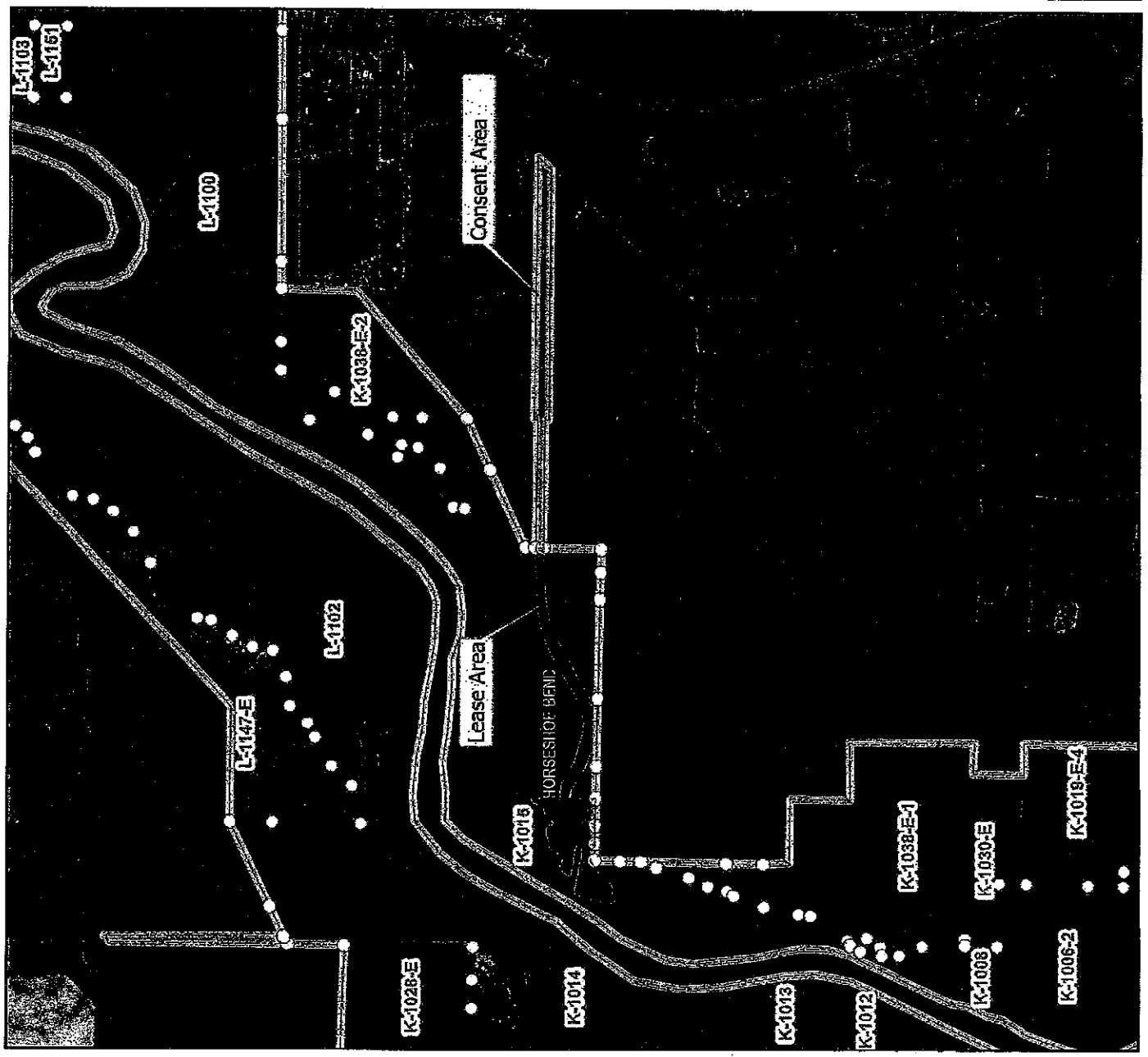
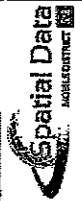
### November 2023



- Legend**
- Monuments
  - featureName
  - Lease Area
  - Consent Access Area
  - <all other values>
  - Government Boundary Line
  - Tracts

1:24,000

Tract	Acres Per Tract
K-1015	22.6
K-1016-E	5.08
K-1021-E	1.49
K-1022-E	0.06
K-1024-E	0.71
K-1038-E-4	3.88



**LAKE SEMINOLE  
DESCRIPTION FOR ACCESS ROAD TO  
HORSESHOE BEND PARK  
TO  
DECATUR COUNTY, GEORGIA**

A right-of-way 100 feet wide lying and being in Land Lots 362 and 389, Twentieth Land District, Decatur County, Georgia, and lying 50 feet on each side of a centerline, more particularly described as follows:

Commencing at a concrete monument stamped "K15-12B", which is on the West line and 240 feet, more or less, South of the Northwest corner of said Land Lot 389, on the boundary of a tract of land owned by the United States of America at Lake Seminole and at place coordinate position North 307,614.29 feet and East 350,337.31 feet based on Transverse Mercator Projection, Georgia West Zone;

Thence N 00° 54' E along the boundary of said United States tract 50.0 feet, more or less, to the centerline of the Horseshoe Bend Access Road and the POINT OF BEGINNING;

Thence S 89° 27' E along the centerline of said road a distance of 5,100 feet, more or less, to the Western right-of-way line of Lambert Ferry Road;

Containing 11.71 acres, more or less, and being all of Tracts K-1016-E, K-1021-E, K-1022-E, K-1023-E, K-1024-E, and K-1038-E-4 of the Lake Seminole Project.

**DEPARTMENT OF THE ARMY  
LEASE TO NON-STATE GOVERNMENTAL AGENCIES  
FOR PUBLIC PARK AND RECREATIONAL PURPOSES  
HORSESHOE BEND PARK  
LAKE SEMINOLE  
DECATUR COUNTY, GEORGIA  
Tract No. K-1015**

**THIS LEASE** is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **DECATUR COUNTY**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as the Lessee,

**WITNESSETH:**

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits "A" and "B"**, attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes.

**THIS LEASE** is granted subject to the following conditions:

**1. TERM**

Said premises are hereby leased for a term of ten (10) years, beginning **October 1, 2022** and ending **September 30, 2032**.

**2. CONSIDERATION**

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to **Decatur County Board of Commissioners, P.O. Box 726, Bainbridge, GA 39818**; and if to the United States, to the **Real Estate Contracting Officer, ATTN: Real Estate Contracting Officer, 109 Saint Joseph Street, Mobile, AL 36602** or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### 4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "Real Estate Contracting Officer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

#### 5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as Exhibit "C" which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. No later than March 15 of each year the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sublessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased premises.
- g. Annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer.

During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

## **6. STRUCTURES AND EQUIPMENT**

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on RESTORATION. However, no structures may be erected or altered upon the premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

## **7. APPLICABLE LAWS AND REGULATIONS**

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on NON-DISCRIMINATION, noting any deficiencies and providing a schedule for correction.

## **8. CONDITION OF PREMISES**

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Real Estate Contracting Officer and the Lessee to reflect the condition of said property and said improvements. A copy of said report is attached hereto as Exhibit "D" and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or

destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

## **9. FACILITIES AND SERVICES**

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

## **10. TRANSFERS, ASSIGNMENTS, SUBLEASES**

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

## **11. FEES**

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

## **12. ACCOUNTS, RECORDS AND RECEIPTS**

All monies received by the Lessee from operations conducted on the premises, including but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and

expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

### **13. PROTECTION OF PROPERTY**

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or, at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

### **14. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

### **15. LIGHTS, SIGNALS AND NAVIGATION**

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

### **16. INSURANCE**

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies' contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, or a minimum combined Single Limit of \$1,000,000.00, whichever is greater, for any number of persons or claims arising from any one

incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Real Estate Contracting Officer every three years or upon renewal or modification of this lease.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

## **17. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefore, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

## **18. NON-DISCRIMINATION**

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act



Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

#### **19. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

#### **20. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

#### **21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT**

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on NOTICES.

## **22. HEALTH AND SAFETY**

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

## **23. PUBLIC USE**

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

## **24. PROHIBITED USES**

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. Real Estate Contracting Officers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other

intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

## **25. NATURAL RESOURCES**

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on DEVELOPEMNT PLANS herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

## **26. DISPUTES CLAUSE**

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. (1) A claim by the Lessee shall be made in writing and submitted to the said officer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the said officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.

(ii) If the Lessee is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessee's location involved;

or

(B) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

d. For Lessee claims of \$100,000 or less, the said officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the said officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The said officer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the said officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the said officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the said officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the said officer.

## **27. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the Real Estate Contracting Officer before any pesticides or herbicides are applied to the premises.

## **28. ENVIRONMENTAL SITE ASSESSMENT**

An Environmental Site Assessment (ESA) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit "E"**. Upon expiration, revocation or termination of this lease, another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the Real Estate Contracting Officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

## **29. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the Real Estate Contracting Officer and protect the site and the material from further disturbance until the Real Estate Contracting Officer gives clearance to proceed.

## **30. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said premises at the

beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

### **31. TRANSIENT USE**

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized the Real Estate Contracting Officer.

### **32. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

### **33. OFFICIALS NOT TO BENEFIT**

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

### **34. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

### **35. EXECUTIVE ORDER 13658**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

**a. Minimum Wages.**

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

**b. Withholding.** The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the

prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**c. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**d.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**e.** Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**f. Payroll Records.**

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.



(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**h. Certification of Eligibility.**

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek

so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

- (1) The employer must inform the tipped employee in advance of the use of the tip credit;
- (2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. **Anti-retaliation.** It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. **Disputes concerning labor standards.** Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. **Notice.** The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

### **36. APPLICABILITY OF EXECUTIVE ORDER 13658**

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the

applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **37. EXECUTIVE ORDER 13706**

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

#### **(b) Paid Sick Leave.**

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the

violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) **Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) **Recordkeeping.**

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

(iii) The rate or rates of wages paid (including all pay and benefits provided);

(iv) The number of daily and weekly hours worked;

(v) Any deductions made;

(vi) The total wages paid (including all pay and benefits provided) each pay period;

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;

(ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or

(iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor

estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13,

and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### **38. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

**This instrument replaces Lease No. DACW01-1-04-0017.**



**IN WITNESS WHEREOF** I have hereunto set my hand by authority/direction of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Christopher C. May  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
Mobile District

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_

[SEAL]

THIS LEASE is also executed by the Lessee this 12<sup>th</sup> day of March, 2024.

Decatur County Board of Commissioners

Pete Stephens  
SIGNATURE

Pete Stephens  
NAME

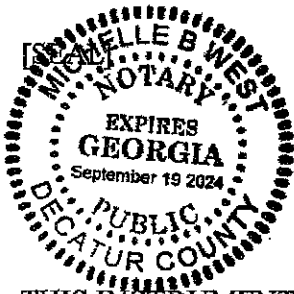
Chairman  
TITLE

Signed, sealed, and delivered  
in the presence of:

[Signature]  
Unofficial Witness

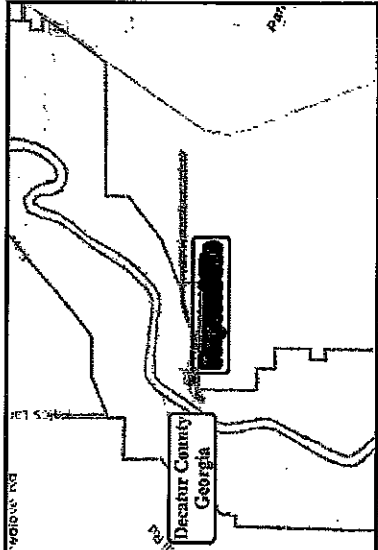
Michelle B. West  
NOTARY PUBLIC

My Commission Expires \_\_\_\_\_



THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
India J. Hyatt, Realty Specialist  
U.S. Army Corps of Engineers  
251-215-2414



# Exhibit "A"

## Lake Seminole Horseshoe Bend

### DACW01-1-23-0087 November 2023



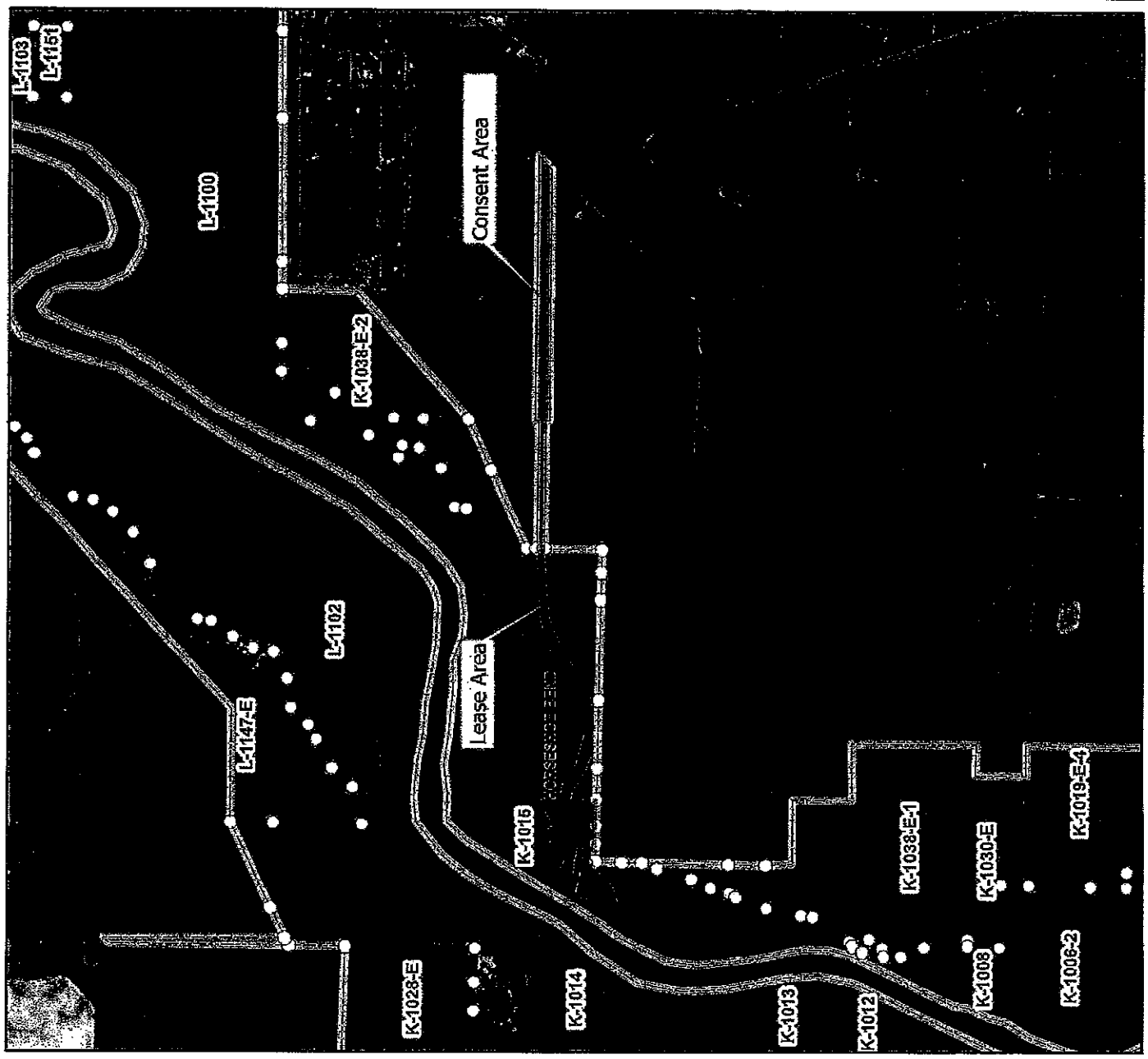
- Legend**
- Monuments
  - featureName
  - Lease Area
  - Consent Access Area
  - <all other values>
  - Government Boundary Line
  - Tracts

1:24,000

Tract	Acres Per Tract
K-1015	22.6
K-1016-E	5.08
K-1021-E	1.49
K-1022-E	0.06
K-1024-E	0.71
K-1038-E-4	3.88



Spatial Data  
HOBLE DISTRICT



LAKE SEMINOLE  
DESCRIPTION FOR LEASE  
TO DECATUR COUNTY, GEORGIA  
HORSESHOE BEND PARK

All that tract or parcel of land lying and being in Land Lot 251 and Fractional Land Lot 252, Twenty-First Land District, Decatur County, Georgia, being more particularly described as follows:

Commencing at a concrete monument stamped "K15-12B", which is on the East line and 2,500 feet, more or less, North of the Southeast corner of said Land Lot 251, on the boundary of a tract of land owned by the United States of America at Lake Seminole and at plane coordinate position North 307,614.29 feet and East 350,337.31 feet based on Transverse Mercator Projection, Georgia West Zone;

Thence N 00° 54' E along the boundary of said United States tract 20.0 feet, more or less, to a point which is 30.0 feet Southerly of and measured perpendicular to the centerline of the Horseshoe Bend Access Road and the POINT OF BEGINNING;

Thence Westerly along a line 30.0 feet Southerly of and parallel to the centerline of said access road a distance of 3,540 feet, more or less, to appoint on a line which bears Due North from a concrete monument stamped "<sup>252</sup>", the coordinates of said monument being  
251  
North 306,926.48 feet and East 347,018.00 feet;

Thence Due South 345 feet, more or less, to said concrete monument stamped "<sup>252</sup>",  
251  
which is on the East line of said Land Lot 252 and on the boundary of said United States tract;

Thence N 88° 49' W along the boundary of said United States tract 700 feet, more or less, to the contour at elevation 77.0 feet above Mean Sea Level;

Thence Northeasterly along the meanders of said 77.0-foot contour a distance of 4,000 feet, more or less, to a point on a line which bears Due North from said concrete monument stamped "<sup>252</sup>";  
251

Thence Due South 475 feet, more or less, to a point 30.0 feet Northerly of and measured perpendicular to the centerline of said access road;

Thence Easterly along a line 30.0 feet Northerly of and parallel to the centerline of said access road a distance of 3,560 feet, more or less, to a point on the boundary of said United States tract;

**Thence S 00° 54' W along the boundary of said United States tract 60.0 feet, more or less, to the Point of Beginning.**

**Containing 22.60 acres, more or less, and being a part of Tract K-1015 of the Lake Seminole Project.**

**EXHIBIT B to LEASE NO.  
DACW01-1-23-0087**

**LAKE SEMINOLE  
HORSESHOE BEND PARK PUBLIC USE AREA  
DECATUR COUNTY, GEORGIA**

**DEVELOPMENT PLAN**

The lessee has no new development planned for this lease term

**PLAN OF OPERATION AND MAINTENANCE**

Decatur County performs the following administration and maintenance:

1. At least once a week, pick up all trash, and other debris along the access road, in and adjacent to parking areas, and adjacent to launching ramp.
2. At least twice a week remove all refuse from receptacles.
3. At least once a month (April through October), mow grass adjacent to access road and parking areas.
4. Decatur County Sheriff's Office provides the necessary surveillance to assure protection of the area's visitors and natural features.
5. Maintain all facilities in good repair.

**REPORT OF COMPLIANCE INSPECTION and CORRECTIVE ACTIONS:**

1. No issues

**Exhibit C to Lease No.  
DACW01-1-23-0087**

**INVENTORY AND CONDITION REPORT  
OUT-LEASE**

PAGE / OF / PAGES

DATE OF SURVEY  
January 12, 2004

NOTE: The purpose of this survey is to establish the condition of the premises described in SECTION I at the time of leasing so as to eliminate any controversial questions concerning the physical condition of the property upon termination of the lease.

**SECTION I - INVENTORY DATA AND CONDITION AGREEMENT**

**PROJECT**

ACF, Lake Seminole

TRACT NUMBER(S) Land Lots 362,  
251, 252 and 389, 21<sup>st</sup> Land District  
Tract K-1015

ACRES  
22.60

LESSEE  
Decatur County, Georgia

1. BUILDINGS (List - if other than "None" is entered in this block, give full details on attached supplement ORH Forms 2077A)  
*NONE*

2. FENCE (Include kind and condition)

*NONE*

3. GATES (Include number, kind and condition)

*NONE*

4. PUMPS (Include number, kind and condition)

*NONE*

5. TIMBER (Include quality, area and recent cutting)

All timber belongs to the US Government

**6. ALL OTHER GOVERNMENT-OWNED FACILITIES**

Horshoe Bend Park

4 inch well, with 6 ft by 6 ft surround, that has been grouted/closed by COE IN 2002 (well drilled by COE in 1966)

Service Dock 5 foot wide by 36 feet in length- good condition

Concrete boat launching ramp, 14 ft wide w/ curbs both sides, over 30 foot in length.

Service access road, 21 feet wide by 5,100 feet in length, more or less.

Various regulatory metal road signs, unsure who had them placed on site

*paved parking done by county*

The above facilities are in generally good and serviceable condition as of the date of this inspection.

**DATA REQUIRED BY THE PRIVACY ACT OF 1974**

TITLE OF FORM: Inventory and Condition Report Out-Lease

PRESCRIBING DIRECTIVE: ER 405-1-830

1. AUTHORITY: 10 U.S.C. 2667

2. PRINCIPAL PURPOSE(S): To identify improvements which are on land to be leased by the United States and the condition of these improvements.

3. ROUTINE USES: Attached to ENG Form 1366 (1 Oct 62) and similar leases and licenses so that the grantee is charged with responsibility to maintain the facilities described and to obtain replacement or restoration at the conclusion of the lease or license. Used by Real Estate Division only. Form retained in Real Estate Division

4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION: Use of the form is mandatory, but all information contained in it relates to real estate improvements and their condition. All real estate involved is property of the United States of America

**EXHIBIT D TO LEASE  
NO. DACW01-1-23-0087**

NOTE: The purpose of this survey is to establish the condition of the premises described in SECTION I at the time of leasing so as to eliminate any controversial questions concerning the physical condition of the property upon termination of the lease.

SECTION I - INVENTORY DATA AND CONDITION AGREEMENT

PROJECT

ACF, Lake Seminole

TRACT NUMBER(S) Land Lots 362, 251, 252 and 389, 21<sup>st</sup> Land District Tract K-1015

ACRES  
22.60

LESSEE  
Decatur County, Georgia

1. BUILDINGS (List -- if other than "None" is entered in this block, give full details on attached supplement ORH Form 2077A)  
NONE

2. FENCE (Include kind and condition)

NONE

3. GATES (Include number, kind and condition)

NONE

4. PUMPS (Include number, kind and condition)

NONE

5. TIMBER (Include quality, area and recent cutting)

All timber belongs to the US Government

6. ALL OTHER GOVERNMENT-OWNED FACILITIES

Horshoe Bend Park

4 inch well, with 6 ft by 6 ft surround, that has been grouted/closed by COE IN 2002 (well drilled by COE in 1966)

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DATA REQUIRED BY THE PRIVACY ACT OF 1974

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PRESCRIBING DIRECTIVE: ER 405-1-830

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2. PRINCIPAL PURPOSE(S): To identify improvements which are on land to be leased by the United States and the condition of these improvements.

3. ROUTINE USES: Attached to ENG Form 1366 (1 Oct 62) and similar leases and licenses so that the grantee is charged with responsibility to maintain the facilities described and to obtain replacement or restoration at the conclusion of the lease or license. Used by Real Estate Division only. Form retained in Real Estate Division

4. MANDATORY OR VOLUNTARY DISCLOSURE AND EFFECT ON INDIVIDUAL NOT PROVIDING INFORMATION: Use of the form is mandatory, but all information contained in it relates to real estate improvements and their condition. All real estate involved is property of the United States of America.

JOINT AGREEMENT ON THE CONDITION OF THE PREMISES

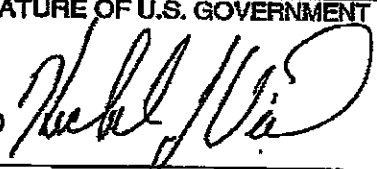
We, the undersigned, jointly inspected the above premises. We agree that as of the date of this survey the condition of the said premises is as described herein. Further the lessee agrees to accept this report as representing the condition of the premises as of the effective date of the lease and assume responsibility of notifying the office of the District Engineer, U.S. Army Engineer District, Huntington, by registered mail, on or before the effective date of the lease of any condition found contrary to the above.

NAME AND SIGNATURE OF  LESSEE

AGENT

NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE

HERSCHEL J. VEITCH  
Realty Specialist, GS-1170



ADDRESS

1201 A-POST ROAD.

Bainbridge GA-39719

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