

MINUTES

DECATUR COUNTY BOARD OF COMMISSIONERS

COMMISSIONERS' BOARDROOM

TUESDAY, SEPTEMBER 12, 2023

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

ABSENT: COMMISSIONER RUSTY DAVIS

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

Vice Chairman Brinson made a motion to approve the agenda, as presented. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

SPECIAL PRESENTATIONS

There were no Special Presentations.

PUBLIC PARTICIPATION

There was no Public Participation.

APPROVAL OF MINUTES

Commissioner Brock made a motion to approve the minutes of the Commissioners' meeting held August 22, 2023, as presented. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

OLD BUSINESS

There was no Old Business.

NEW BUSINESS

Consider Approval of Tax Levy for 2023. Chairman Stephens recognized County Administrator Thomas who stated due to a technicality in the newspaper ad being displayed in the legal section instead of the non-legal section and out of an abundance of caution to ensure the guidelines were met on the Tax Levy, it was decided to repeat the process and run the newspaper ad again in the non-legal section and approve the Tax Levy again. County Administrator Thomas stated nothing has changed on the Tax Levy and it is the same as the Tax Levy that was approved at the last meeting and is recommending approval by the Board. Commissioner Brock made a motion to approve the Tax Levy, a copy of which is attached. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Sharber Road Bid. Chairman Stephens recognized County Administrator Thomas who stated bids were received and opened for the project titled "Street and Drainage Improvements to serve Sharber Road" on September 7, 2023. One bid was received, which was HTS Construction, Inc., with a bid of \$1,683,396.69. County Administrator Thomas stated Sharber Road has been identified as a TSPLOST project and if approved by the Board, the project would be complete within 120 days of the notice to proceed from Decatur County. County Administrator Thomas is

recommending approval by the Board, stating Decatur County's engineer, Stacy Watkins has reviewed and recommends approval of the bid. Commissioner Barber made a motion to approve the Bid, a copy of which is attached. Vice Chairman Brinson seconded the motion, a vote was taken and unanimously approved.

Consider Excavator Bid – Public Works. Chairman Stephens recognized County Administrator Thomas who stated bids were requested from several vendors on a rubber tire excavator for Public Works. Three bids were received for the excavator, Dobbs Equipment was a no bid. National Equipment's bid did not meet the specs. Yancey Bros was the low bidder for a 2023 Caterpillar M318 rubber tire excavator in the amount of \$346,870, the trade in value is \$98,000 with a 5 year buy back guarantee of \$92,500 and would be available in 30 to 45 days. County Administrator Thomas recommends approval by the Board. Commissioner Brock made a motion to approve the purchase of excavator. Commissioner Barber seconded the motion, a vote was taken and unanimously approved.

Consider Drying Bed Tile Bid – Wastewater Treatment Plant. Chairman Stephens recognized County Administrator Thomas who stated the drying bed tile at the Wastewater Treatment Plant needed to be upgraded with two bids being received. The lowest bid was Roberts Water Technologies, Inc., in the amount of \$23,288 and is recommending approval by the Board. Vice Chairman Brinson made a motion to approve the bid. Commissioner Anderson seconded the motion, a vote was taken and unanimously approved.

Consider USACE Boat Landing Lease Agreement – Ten Mile Still. Chairman Stephens recognized County Administrator Thomas who stated this is a ten-year lease agreement and it would replace the current lease agreement to continue maintaining the Ten Mile Still 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.

COMMISSIONERS/ADMINISTRATOR'S REMARKS

The Commissioners thanked everyone for coming.

ADJOURN

There being no further business, the meeting, on motion by Commissioner Barber, was duly adjourned. Vice Chairman Brinson 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 PROVIDING FOR DECATUR COUNTY TAX LEVY FOR 2023

BE IT RESOLVED by the Commissioners of Decatur County, Georgia, at a regularly scheduled meeting on September 12, 2023 that the following rate of taxes be and the same is hereby fixed and levied on all taxable property within Decatur County, Georgia, for the year 2023, to-wit:

- 8.94 mills (on all taxable property located in the incorporated areas) for County general purposes (M&O).
- 8.94 mills (on all taxable property located in the unincorporated areas) for County general purposes (M&O).
- 1.25 mills (on all taxable property except for that located within the City of Bainbridge) for the Fire Services Special District.
- 0.250 mills (on all taxable property county wide) for the Bainbridge and Decatur County Development Authority.
- 1.250 mills (on all taxable property county wide) for the Bainbridge-Decatur County Recreation Authority.
- 2.00 mills (on all property county wide) for the Bainbridge-Decatur County Hospital Authority.
- 0.86 mills (on all property in unincorporated areas) for items specifically identified by the Service Delivery Agreement as for the unincorporated areas.
- 1.00 mills (on all property county-wide) for Economic Development Bonds.

BE IT FURTHER RESOLVED that the millage rates per tax district are as follows:

Description	Unincorporated	City Attapulgus	City Bainbridge	Town Brinson	City Climax
Gross M&O Mill Rate	11.94	11.94	11.94	11.94	11.94
Less: Sales Tax Rollback	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)
Net M&O Millage	<u>8.94</u>	<u>8.94</u>	<u>8.94</u>	<u>8.94</u>	<u>8.94</u>
Fire Services District	1.25	1.25	-	1.25	1.25
Hospital Authority	2.00	2.00	2.00	2.00	2.00
Recreation Authority	1.25	1.25	1.25	1.25	1.25
Uninc. Services per SDS	0.86	-	-	-	-
Economic Development Bonds	1.00	1.00	1.00	1.00	1.00
Development Authority of Bainbridge & Decatur County	0.25	0.25	0.25	0.25	0.25
Total Special Districts	<u>6.61</u>	<u>5.75</u>	<u>4.50</u>	<u>5.75</u>	<u>5.75</u>
Total of M&O & Special Distirct's Millage	<u><u>15.55</u></u>	<u><u>14.69</u></u>	<u><u>13.44</u></u>	<u><u>14.69</u></u>	<u><u>14.69</u></u>

BE IT RESOLVED that the Insurance Premium Tax shall be used for fire protection in the unincorporated area.

BE IT FURTHER RESOLVED that the Tax Commissioner of Decatur County, Georgia, be and he is hereby ordered to make out and collect taxes for the year 2023, and to pay over to the County General Fund, at the rate herein levied for general county purposes, and the rate levied herein for Fire Services, and to pay over to the County Bond Debt Service Fund at the rate levied herein for Economic Development Bonds, and to pay over to the Bainbridge and Decatur County Development Authority that portion of the tax herein levied for that Authority, and to pay over to the Bainbridge-Decatur County Recreation Authority that portion of the tax herein levied for that Authority, and to pay over to the Hospital Authority of Bainbridge, Decatur County, GA that portion of the tax herein levied for that Authority.

BE IT FURTHER RESOLVED by this Board that the tax rate of County-wide School Taxes in Decatur County, Georgia, outside of any independent school systems therein, of 14.565 (14.115 School and 0.450 Library) mills, or \$14.565 on the \$1,000.00 valuation, as recommended and certified to this Board by the Decatur County Board of Education be and the same is hereby fixed and levied on all property subject to taxation in the county, for the year 2023.

BE IT FURTHER RESOLVED that the Tax Commissioner of Decatur County, Georgia is hereby ordered to collect said taxes for said year and to pay over to the said Decatur County Board of Education that portion of the tax herein levied for the support and maintenance of education for the county-wide schools.

BE IT FURTHER RESOLVED that the Clerk of the Board advertise this levy as required by law, and that the same be recorded on the minutes of this Board, a copy of the same to be furnished to the Tax Commissioner of Decatur County, Georgia, a copy to the Revenue Department of the State of Georgia, and a copy to the County Superintendent of Schools.

ON MOTION of Commissioner Brock and seconded by Commissioner Barber, this resolution was adopted by a vote, as designated below, this 12th day of September 2023.

BOARD OF COMMISSIONERS OF DECATUR COUNTY, GEORGIA

	YEA	NAY
 _____ Pete Stephens, Chairman	<input checked="" type="checkbox"/>	_____
 _____ Dennis Brinson, Vice Chairman	<input checked="" type="checkbox"/>	_____
 _____ Steve Brock	<input checked="" type="checkbox"/>	_____
 _____ Bobby Barber, Jr.	<input checked="" type="checkbox"/>	_____

YEA

NAY

George Anderson

George Anderson

Absent

Thomas R. (Rusty) Davis

Michelle B. West

Attest:

B.W. Kirby, Jr.

Bruce W. Kirby, Jr. - County Attorney



COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2023

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>



COUNTY: DECATUR

Submit original signed copy with digest submission

COLUMN 1	COLUMN 2	COLUMN 3		COLUMN 4	COLUMN 5	COLUMN 6	COLUMN 7	COLUMN 8	COLUMN 9	COLUMN 10
District Number Must be Shown	District Name (Inc, Uninc, School, Special Districts, Etc.)	Mark X if District Falls in Unincorporated Area	Mark X if District Falls in Incorporated Area	Enter Gross Millage Rate Before Rollbacks	Sales Tax Rollback O.C.G.A § 48-8-91	Insurance Premium Rollback O.C.G.A § 33-8-8.3		Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	Enter Bond Millage Rate	Total Millage Rate Column 8 plus Column 9
1,2,3,5	Incorporated		X	11.940	3.000			8.940	0.000	8.940
0.04	Unincorporated	X		11.940	3.000			8.940	0.000	8.940
1,2,3,4,5	School	X	X	14.115				14.115	0.000	14.115
	List Special Service Districts:									
1,3,4,5	Fire Services District	X	X	1.250				1.250	0.000	1.250
1,2,3,4,5	Recreation Authority	X	X	1.250				1.250	0.000	1.250
1,2,3,4,5	Hospital Indigent Care Cost	X	X	2.000				2.000	0.000	2.000
1,2,3,4,5	Library	X	X	0.450				0.450	0.000	0.450
1,2,3,4,5	Development Authority	X	X	0.250				0.250	0.000	0.250
1,2,3,4,5	Economic Development Bonds	X	X	1.000				1.000	0.000	1.000
4	Uninc. Services Per SDS	X		0.860				0.860	0.000	0.860
	CID/BID:									
								0.000		0.000
								0.000		0.000

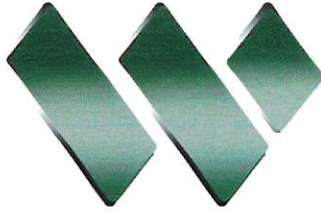
I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2023

9/12/2023

[Signature]

Date

Chairman, Board of County Commissioners



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

September 11, 2023

Pete Stephens, Chairman
Decatur County Board of Commissioners
203 W Broughton St
Bainbridge, GA 39817

Subject: Decatur County, Georgia
Street & Drainage Improvements to serve Sharber Road
W&A Project No.: W0405-119-01

Dear Mr. Stephens:

As you are aware, bids were received and opened for the project titled "Street & Drainage Improvements to serve Sharber Road" on September 7, 2023. A total of one (1) bid was opened. HTS Construction, Inc. with a base bid of \$1,683,396.69 was determined to be the apparent low bidder.

After reviewing the bids received, Watkins & Associates, LLC recommends that the Decatur County Board of Commissioners enter into an agreement with HTS Construction, Inc. to construct the project "Street & Drainage Improvements to serve Sharber Road" in the amount of \$1,683,396.69.

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

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

Sincerely,

WATKINS & ASSOCIATES, LLC



Stacy Watkins, P.E.

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

CC: Project File

BID TABULATION FOR ALL BIDS

RECEIVED AT: **DECATUR CO.
BOARD OF COMMISSIONERS
203 W BROUGHTON ST
BAINBRIDGE, GA 39817**

DATE: **THURSDAY, SEPTEMBER 7, 2023**

TIME: **11:00 AM**



WATKINS & ASSOCIATES, LLC.
CONSULTING ENGINEERS

WATKINS & ASSOCIATES, LLC.
CONSULTING ENGINEERS
1606 WHIDDON MILL ROAD
TIFTON, GA 31793
(229) 388-8823

PROJECT: Street & Drainage Improvements to serve Sharber Road				HTS Construction	
W&A Project No.: W0405-019-01				PO Box 70756	
				Albany, GA 31708	
				PH: 229-446-1686	
BASE BID				sjulian@htsconstructioninc.com	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
-	Bonds & Insurance	1	L. S.	\$ 34,624.22	\$ 34,624.22
-	Cash Allowance	1	L. S.	\$ 5,000.00	\$ 5,000.00
150-1000	Traffic Control per the M.U.T.C.D.	1	L. S.	\$ 5,000.00	\$ 5,000.00
151-1000	Mobilization / Demobilization	1	L. S.	\$ 9,500.00	\$ 9,500.00
Subtotal General				\$	54,124.22

ES & PC

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
163-0232	Temporary Grassing, Ds2	18	Ac.	\$ 1,200.00	\$ 21,120.00
163-0240	Temporary Mulch, Ds1 (1.5 ton/ac)	26	Ton	\$ 550.00	\$ 14,520.00
171-0020	Silt Fence, Sd1-Ns, Installed, Maintained, and Removed	9,552	L.F.	\$ 5.00	\$ 47,760.00
163-0300	Construction Exit, Co, Installed, Maintained, and Removed	3	Ea.	\$ 2,500.00	\$ 7,500.00
163-0529	Baled Straw Check Dam, Cd-Hb, Installed, Maintained, and Removed	1,500	L.F.	\$ 7.00	\$ 10,500.00
163-0527	Stone Check Dam, Cd-S, Installed, Maintained, and Removed	400	L.F.	\$ 38.00	\$ 15,200.00
603-2180	Stone Dumped Rip Rap, Type 3, St	103	S.Y.	\$ 65.00	\$ 6,695.00
603-7000	Plastic Filter Fabric	103	S.Y.	\$ 5.50	\$ 566.50
706-1003	Turf Establishment, Type C, Ds3	12	A.C.	\$ 4,500.00	\$ 55,260.00
Subtotal ES&PC				\$	179,121.50

ROAD IMPROVEMENTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
210-0100	Grading - Complete (includes Excavation, Borrow, Compaction, Hauling, Clearing and Grubbing, Grading Ditches to Drain, Reclaiming old Roadbeds, Removing and Disposal of Misc. Roadway Items, Tying to Existing Structures, Etc.)	1	L.S.	\$ 692,840.01	\$ 692,840.01
303-0126	Sand Clay Base Course, 6", Incl. Matl.	28,013	S.Y.	\$ 1.76	\$ 49,302.88
303-0081	Stabilizer Aggregate, Type 1, Incl. Matl. (Assume 200 lb/sy)	2,802	Ton	\$ 66.00	\$ 184,932.00
310-5080	Graded Aggregate Base Course, 8", Incl. Matl.	364	S.Y.	\$ 28.57	\$ 10,399.48
318-3000	Aggregate Surface Course, 4", (Driveways)	17	Ton	\$ 100.00	\$ 1,700.00
402-3113	Recycled Asphaltic Concrete 12.5 mm Super Pave, Group 2 Only, Inc. Bituminous Material and Hydrated Lime (165 lb/sy)	2,316	Ton	\$ 140.00	\$ 324,240.00
402-3190	Recycled Asphaltic Concrete 19 mm Super Pave, Group 2 Only, Inc. Bituminous Material and Hydrated Lime (220 lb/sy)	41	Ton	\$ 165.00	\$ 6,765.00
402-3121	Recycled Asphaltic Concrete 25 mm Super Pave, Group 2 Only, Inc. Bituminous Material and Hydrated Lime (330 lb/sy)	61	Ton	\$ 165.00	\$ 10,065.00
413-1000	Bituminous Tack Coat (0.05 gal/sy)	37	Gal.	\$ 100.00	\$ 3,700.00
653-1501	Thermoplastic Solid Traffic Stripe, 5", White	19,589	L.F.	\$ 0.65	\$ 12,732.85
653-1502	Thermoplastic Solid Traffic Stripe, 5", Yellow	14,732	L.F.	\$ 0.65	\$ 9,575.80
653-3502	Thermoplastic Skip Traffic Stripe, 5", Yellow	4,911	G.L.F.	\$ 0.45	\$ 2,209.95

BID TABULATION FOR ALL BIDS

RECEIVED AT: **DEDATUR CO.**
BOARD OF COMMISSIONERS
203 W BROUGHTON ST
BAINBRIDGE, GA 39817
 DATE: **THURSDAY, SEPTEMBER 7, 2023**
 TIME: **11:00 AM**



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

WATKINS & ASSOCIATES, L.L.C.
CONSULTING ENGINEERS
1606 WHIDDON MILL ROAD
TIFTON, GA 31793
(229) 382-8823

PROJECT: Street & Drainage Improvements to serve Sharber Road				HTS Construction	
W&A Project No.: W0405-019-01				PO Box 70756	
				Albany, GA 31708	
				PH: 229-446-1686	
BASE BID				sjulian@htsconstructioninc.com	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
654-1001	Raised Pavement Markers, Type 1	195	E.A.	\$ 6.60	\$ 1,287.00
654-1002	Raised Pavement Markers, Type 2	65	E.A.	\$ 6.60	\$ 429.00
653-1704	Solid Traffic Stripe, 24" White (Stop Bar), Thermoplastic	72	L.F.	\$ 16.50	\$ 1,188.00
636-1033	Highway Signs, Type 1 Matl., Reflective Sheeting, Type 9	190	S.F.	\$ 11.00	\$ 2,090.00
636-2070	Galvanized Steel Posts, Type 7, (14' Ea.)	490	L.F.	\$ 25.00	\$ 12,250.00
Subtotal Road Improvements				\$	1,325,706.97

STORM DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
550-1180	Storm Drain Pipe, 18" RCP, H 1-10	390	L.F.	\$ 70.00	\$ 27,300.00
550-1180	Storm Drain Pipe, 18" CMP, H 1-10	329	L.F.	\$ 57.00	\$ 18,753.00
550-1240	Storm Drain Pipe, 24" RCP, H 1-10	178	L.F.	\$ 88.00	\$ 15,664.00
550-4218	Flared End Section, 18" RCP	3	Ea.	\$ 1,965.00	\$ 5,895.00
550-4218	Flared End Section, 18" Metal	12	Ea.	\$ 700.00	\$ 8,400.00
550-3518	Safety End Section, 18" RCP, 6:1 Slope	2	Ea.	\$ 2,435.00	\$ 4,870.00
550-3518	Safety End Section, 18" Metal, 6:1 Slope	12	Ea.	\$ 1,131.00	\$ 13,572.00
550-4224	Flared End Section, 24" RCP	6	Ea.	\$ 1,765.00	\$ 10,590.00
550-3624	Safety End Section, 24" RCP, 6:1 Slope	2	Ea.	\$ 5,200.00	\$ 10,400.00
668-5000	Junction Box, GDOT 9031U	2	Ea.	\$ 4,500.00	\$ 9,000.00
Subtotal Storm Drainage Improvements				\$	124,444.00

TOTAL CONSTRUCTION COSTS	\$	1,683,396.69
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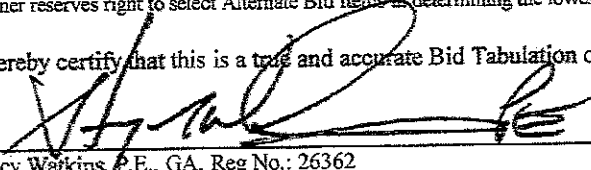
ALTERNATE BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
206-0002	Borrow Excavation, Inc. Material	C.Y.	\$ 25.00
301-2140	Soil Cement Base Course, 6", Incl. Matl.	S.Y.	\$ 10.50
301-5000	Portland Cement (Assume 48 lbs/sy)	Ton	\$ 235.00

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

I hereby certify that this is a true and accurate Bid Tabulation of all bids received on:

Thursday, September 7, 2023


 Stacy Watkins, P.E., GA. Reg No.: 26362

NOTICE OF AWARD

SECTION 00510

Date of Issuance: _____ Owner's Contract No.: 1 of 1
Owner: Decatur County Board of Commissioners Engineer's Project No.: W0405-019-01
Engineer: Watkins & Associates, LLC
Project: Street & Drainage Improvements to serve Sharber Road
Bidder: HTS Construction, Inc.
Bidder's Address: 2230 Birmingham Drive, Albany, GA 31705

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 7, 2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

STREET & DRAINAGE IMPROVEMENTS TO SERVE SHARBER ROAD

[Project]

The Contract Price of the awarded Contract is: \$1,683,396.69, subject to unit prices.

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

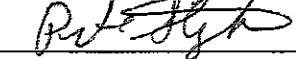
You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

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

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

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

Owner: ~~Decatur County Board of Commissioners~~



Authorized Signature

By: Pete Stephens

Title: Chairman

Copy: Engineer

END OF SECTION

CONTRACT AGREEMENT

SECTION 00520

THIS AGREEMENT is by and between Decatur County Board of Commissioners (“Owner”) and HTS Construction, Inc. (“Contractor”). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work to be done shall consist of furnishing all labor, materials and equipment necessary to construct the proposed **Street & Drainage Improvements to serve Sharber Road** as shown on the construction drawings. In general, construction consists of the installation of approximately 1.81 miles of grading, drainage, base and paving improvements of rural county roadway and all associated measures for a complete paving project. This work will be awarded in one (1) contract with a **120** consecutive calendar day construction schedule.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Watkins & Associates, LLC.

3.02 The Owner has retained Watkins & Associates, LLC (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within **120** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **134** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

CONTRACT AGREEMENT

SECTION 00520

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

4.04 Special Damages

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

ARTICLE 5 – CONTRACT PRICE

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

One Million Six Hundred Eighty-Three Thousand Three Hundred Ninety-Six Dollars and Sixty-Nine Cents. (\$1,683,396.69)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

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on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95% percent of Work completed (with the balance being retainage); If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.

B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 [Not Used]

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of **44** sheets with each sheet bearing the following general title: **Street & Drainage Improvements to serve Sharber Road**, listed as follows:

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Street & Drainage Improvements to serve Sharber Road

Sheet No.	Drawing Title
-	Title Sheet
G1	General Notes & Typical Sections
P1-P7	Plan & Profile
X1-X25	Cross Sections
E1-E2	ES&PC Checklist
E3-E6	ES&PC Plan
E7	ES&PC Vegetative Notes
E8	Drainage Basin & Location Map
D1-D2	Detail Sheets

8. Addenda (numbers 1 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid.
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

Decatur County, Georgia
Street & Drainage Improvements
to serve Sharber Road

W&A Project No.: W0405-019-01

00520-5

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

10.04 Severability

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

10.05 Contractor's Certifications

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

10.06 Other Provisions

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

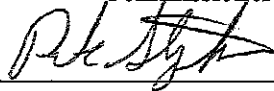
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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER: **Decatur County Board of Commissioners**


signature

CONTRACTOR: **HTS Construction, Inc.**

signature

By: **Pete Stephens**

By: **Steve M. Julian**

Title: **Chairman**

Title: **Vice President**

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

Attest: **Michelle B. West**

Attest: _____

Title: **County Clerk**

Title: _____

Address for giving notices:

Address for giving notices:

Decatur County Board of Commissioners

HTS Construction, Inc.

203 W Broughton Street

2230 Birmingham Drive

Bainbridge, GA 39817

Albany, GA 31705

License No.: _____
(where applicable)

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

END OF SECTION

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
TEN MILE STILL LANDING
LAKE SEMINOLE
DECATUR COUNTY, GEORGIA
Tract No. K-1000

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 \$50,000, 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 BASELINE STUDY

An Environmental Baseline Study (EBS) 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 EBS 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 (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 (v) 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. DACW01-1-04-0015.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 19th day of September, 2023.

Christopher C. May
Christopher C. May
Real Estate Contracting Officer
U.S. Army Corps of Engineers
Mobile District

Signed, sealed and delivered
In the presence of:

[Signature]
Unofficial Witness

Jerome Z. Her
NOTARY PUBLIC

My Commission Expires 10/30/2024

[SEAL]

THIS LEASE is also executed by the Lessee this 12th day of September, 2023.

Dectaur County Board of Commissioners

Pete Stephens

SIGNATURE

Pete Stephens

NAME

Chairman

TITLE

Signed, sealed and delivered

In the presence of:

Laura B. Dantz

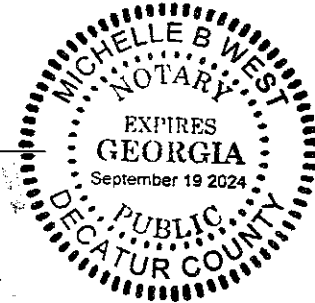
Unofficial Witness

Michelle B. West

NOTARY PUBLIC

My Commission Expires _____

[SEAL]



CERTIFICATE OF AUTHORITY

I, Michelle B. West, certify that I am the County Clerk
(Name) (Secretary or Attesting Officer)

of the Decatur Co 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 Co 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 Co Board of Comm by 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.

THIS INSTRUMENT PREPARED BY:



India J. Hyatt, Realty Specialist
U.S. Army Corps of Engineers
251-441-6500

**LAKE SEMINOLE
DESCRIPTION FOR LEASE TO
DECATUR COUNTY, GEORGIA
TEN MILE STILL PUBLIC USE AREA**

All that tract or parcel of land lying and being in Land Lot 189, Twenty-First Land District, Decatur County, Georgia, more particularly described as follows:

Commencing at a concrete monument stamped $\frac{165}{188} | \frac{164}{189}$, which is at the Northwest corner of said Land Lot 189 at a corner of a tract of land owned by the United States of America at Lake Seminole and at plane coordinate position North 292,272.59 feet and East 321,350.26 feet based on Transverse Mercator Projection, Georgia West Zone;

Thence N 88° 51' E along the boundary of said United States tract which is along the North line of said land lot a distance of 1,010 feet, more or less, to a point which is 30 feet Westerly of and measured perpendicular to the centerline of the Ten Mile Still Access Road and the POINT OF BEGINNING;

Thence S 20° E along a line 30 feet Westerly of and parallel to the centerline of said access road a distance of 1,530 feet, more or less, to a point which is on 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 300 feet, more or less, to a point on a line which bears S 20° E from a point at coordinate position North 291,235 feet and East 323,000 feet;

Thence N 20° W 375 feet, more or less, to said point at coordinate position North 291,235 feet and East 323,000 feet;

Thence S 70° W 220 feet, more or less, to a point which is 30 feet Easterly of and measured perpendicular to the centerline of said access road;

Thence N 20° W along a line 30 feet Easterly of and parallel to the centerline of said access road a distance of 1,150 feet, more or less, to a point on the boundary of said United States tract;

Thence N 88° 51' W along the boundary of said United States tract 60 feet, more or less, to the point of beginning.

Containing 4.00 acres, more or less, and being a part of Tract K-1000 of the Lake Seminole Project.

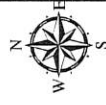
Exhibit "B"

Lake Seminole





Ten Mile Still Landing

DACW01-1-23-0034

February 2023



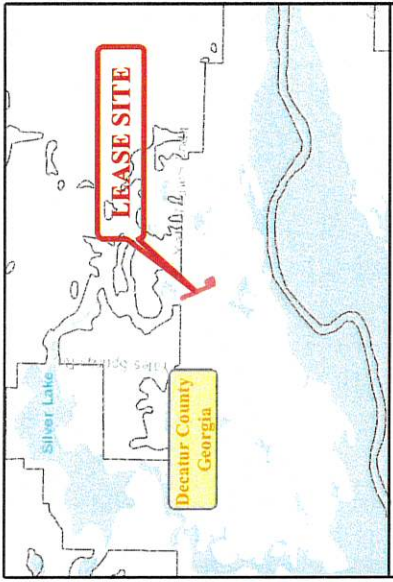
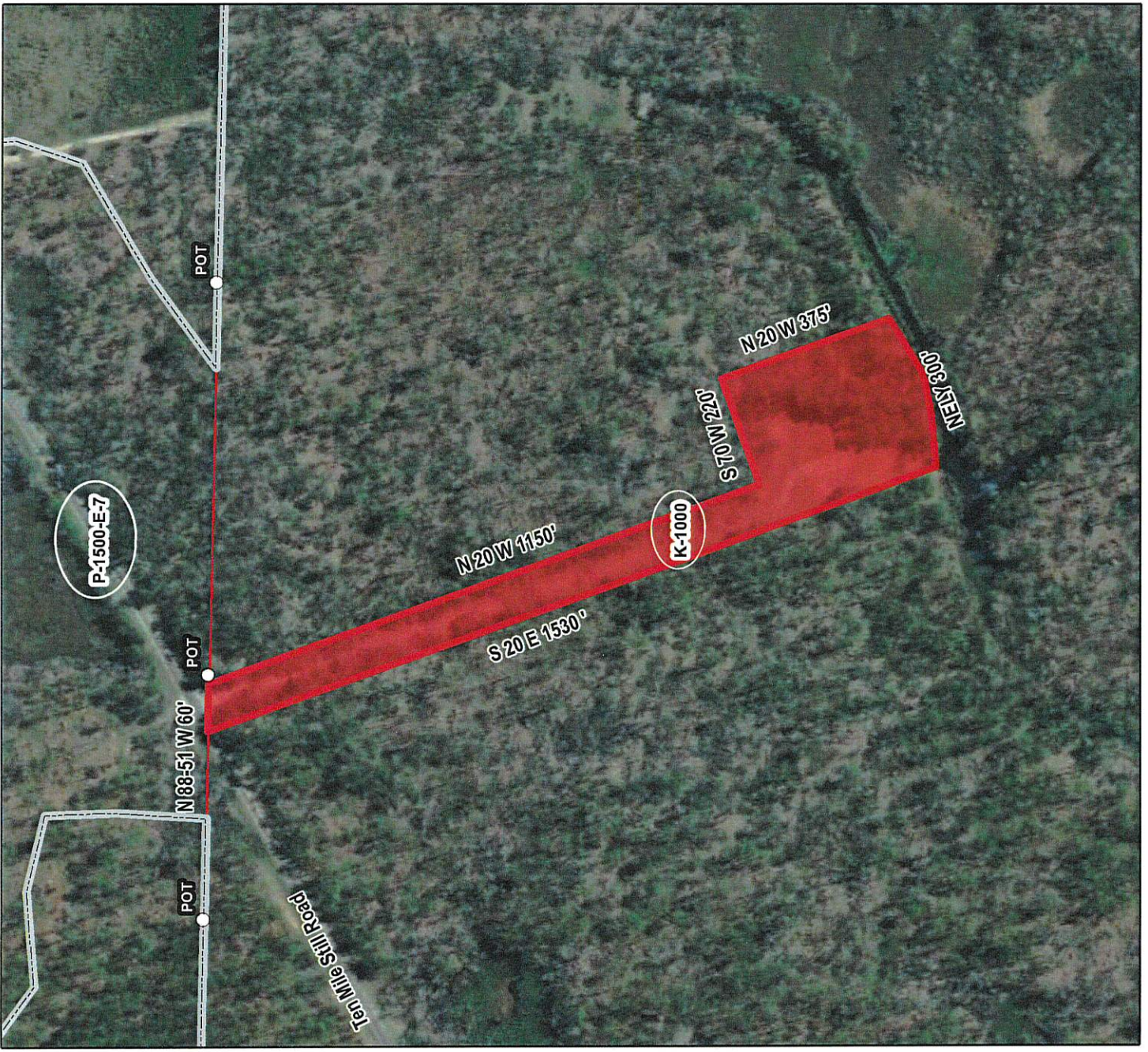
Legend

-  Monuments
-  Lease Site
-  Government Boundary Line
-  Tracts

1 inch = 300 feet

Tract	Acres Per Tract
K-1000	4

All Bearings, Distances, and Acreages are Approximate



LAKE SEMINOLE
TEN MILE STILL LANDING 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 November), 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:

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 Project, Lake Seminole

TRACT NUMBER(SK-1000)	4 ACRES	LESSEE Decatur County, Ga, Board of Commissioners
-----------------------	---------	--

1. BUILDINGS (List - if other than "None" is entered in this block, give full details on attached supplement ORH Forms 2077A)
none on lease site

2. FENCE (Include kind and condition)
270 feet more or less of post and cable fencing-fair condition
120 feet more or less of post and metal guard rail fence-good condition

3. ROADS (Include AMOUNT IN FEET, kind and condition)
Access road-Asphalt 2 lane w/ stripping, 21 feet wide 160 feet long good condition, well maintained

4. PUMPS (Include number, kind and condition)
none on site

5. TIMBER (Include quality, area and recent cutting)
All timber is to remain property of US Government

6. ALL OTHER GOVERNMENT-OWNED FACILITIES
10 Mile Still lease site

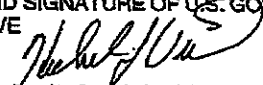
___ Metal Barbeque stands NONE OBSERVED
___ Metal and/OR wood picnic tables NONE OBSERVED
Asphalt parking lot 60 feet wide by 105 feet in length Condition- 900
1 EA Boat Ramp Concrete 14 feet wide 95 feet long Condition-
1 ea side Wood service docks 4 feet wide 40 feet long Condition

DATA REQUIRED BY THE PRIVACY ACT OF 1974

TITLE OF FORM: Inventory and Condition Report Out-Leave PRESCRIBING DIRECTIVE: ER 405-1-830
1. AUTHORITY: 10 U.S.C. 2667
2. PRINCIPAL PURPOSES(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, Mobile, AL, PO Box 2288 by registered mail, on or before the effective date of the lease of any condition found contrary to the above.

NAME AND SIGNATURE OF <input type="checkbox"/> LESSEE <input type="checkbox"/> AGENT Mr. Billy Leverette <i>Billy Leverette</i> ADDRESS 1201 Airport Road Bainbridge GA 39817	NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE  Herschel J. Veitch, Realty Specialist GS-11 ORGANIZATION ACF Project, Lake Seminole, PO Box 96 Chattahoochee, FL 32324
--	---

ORH FORM 2077
1 MAR 77

(1 JAN 66 EDITION OBSOLETE)

PRELIMINARY ASSESSMENT SCREENING

FOR

Ten Mile Still Access Area
Decatur County, Lake Seminole, FL/GA

Based on the attached Property Inspection Checklist, no apparent environmental contamination was present which would indicate that hazardous, toxic or radiological waste had been stored, released or disposed of on the property as of 19 September 1992.

28 September 1992
Date

Donald L. Burchett
DONALD L. BURCHETT
Chief, Real Estate Division

14 October 1992
Date

By R. T. Wilk
DECATUR COUNTY BOARD OF COMMISSIONERS

TO: _____
SUBJECT: Request for Preliminary Assessment Screening, _____

Based on the attached Property Inspection Checklist, possible environmental contamination could exist on the inspected property. Request that a Preliminary Assessment Screening and/or other documentation be provided.

Date

DONALD L. BURCHETT
Chief, Real Estate Division

**PROPERTY INSPECTION CHECKLIST
PART A - RECORDS SEARCH**

Reconnaissance Sources

- Public Records
- Interviews (owner, residents, local govt., _____)
- Aerial Photos (USGS, SCS, Tax Office, _____)
- Real Estate Records
- Maps
- Other: _____

List elements which were searched for records (District, Division, library, etc.): District Real Estate Audit Records

<u>Prior Owners</u> (name)	(date)	(deed bk, page)
<u>Benjamin Graham</u>		
<u>Edmund Screen</u>	<u>Feb 9, 1894</u>	<u>LL/430</u>
<u>Clennie Screen</u>	<u>Nov 2, 1899</u>	<u>0-2/575</u>
<u>Heirs of Edmund & Clennie Screen</u> <u>(died Intestate)</u>		

Notes (discuss relevant former uses): _____

Based on the above information, is completion of Part B necessary? yes ___ no X

Name: Mary E. Moore
 Title: Realty Specialist

Date: 19 Sep 92

PROPERTY INSPECTION CHECKLIST
PART B - SITE VISIT

Site Name: Ten Mile Still Access Area
Site No.: _____
Location: Decatur County, Lake Seminole, FL/GA
Present Use: Boat Ramp

I. Environmental Conditions Observed:

- a. no Suspect Odors
- b. no Discolored Soil or Water
- c. no Sheen on Water
- d. no Distressed/Dead Vegetation
- e. no Abnormal Mounding
- f. no Area(s) of Subsidence
- g. no Other: _____

Further Explanations: _____

II. Other Observed Features:

- a. _____ Buildings (Active or Abandoned)
- b. _____ Above Ground or Underground Storage Tanks
- c. _____ Landfills
- d. _____ Surface impoundments
- e. _____ Underground Injection Wells
- f. _____ Drums/Containers/Hazardous Material Storage Areas
- g. _____ Lagoons (Wastewater or Hazardous Waste)
- h. _____ Incinerator
- i. _____ Waste Piles/Disposal Sites
- j. _____ Oil-filled Electrical Equipment
- k. _____ Standpipes, Vent Pipes, Etc., Coming Out of the Ground
- l. _____ Unexploded Ordnance
- m. _____ Industrial Facilities
- n. _____ Wastewater Treatment Plant
- o. _____ Discharges to surface waters or drainage ditches
Type: _____ Stormwater _____ Unknown
- p. X Potential Environmental Problems on Adjacent Land
- q. _____ Other: _____

Further Explanations: Adjacent land was former site of store/gas station. A concrete slab and capped well (usable) remains. Underground gas tank has been removed some time in the past.

Name: Mary E. Moore Date: 17 Sep 92
Title: Realty Specialist
Environmental background: substantial _____ limited X none _____