AGENDA
WORK SESSION
FORSYTH COUNTY BOARD OF COMMISSIONERS
TUESDAY, MAY 20, 2025 AT 2:00 PM
110 EAST MAIN STREET, SUITE 210
CUMMING, GEORGIA 30040

I. Call Meeting to Order

II. Invocation and Pledge of Allegiance

III. Adoption of Agenda

IV. Announcements and Reports

V. Items for Consideration and Discussion

(1) Board consideration and authorization to apply for the Georgia Pet Foundation Fix Georgia Pets grant in the amount of $10,000.00 with no required match for trap-neuter-return procedures at the Pet Resource Center – Director of Business Operations, Sheriff's Office

(2) Board consideration and approval to award Quote 25-45-3401 to Universal Environmental Services LLC in the not to exceed amount of $10,000.00 for calendar years 2025, 2026, and 2027 for Removal and Recycling of Used Motor Oil, Oil Filters, and Antifreeze for the Department of Solid Waste and Recycling – Manager of Environmental Programs, Department of Solid Waste and Recycling

(3) Board consideration and approval for modifications to Senior Services Facilities Rental Agreements - Accountant 1, Department of Senior Services

(4) Board approval of Addendum No. 2 to the FY 2024-2025 Agreement between The Legacy Link, Inc. and Forsyth County regarding a change in award with an increase of $47,810.00 to the Meals, Transportation, and Respite Program awards. Staff requests item be considered on a "*Time Sensitive*" basis – Accountant I, Department of Senior Services

(5) Board authorization for staff to declare a presented list of items as surplus with authorization for the Department of Procurement to dispose of accordingly - Director, Department of Procurement

(6) Board consideration and authorization to accept the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) FY24 Georgia Opioid Crisis Abatement Trust award in the amount of $1,008,230.40, with a match of $230,000.00, and approval of a Budget Resolution. Staff requests this item be considered on a "*Time Sensitive"* basis – Grant Manager, Department of Finance

(7) Board consideration and authorization to apply for the U.S. Department of Transportation (USDOT) FY25 Safe Streets and Roads for All (SS4A) grant in the

amount of $4,854,400.00 with a required match of $1,213,600.00 and a total project cost of $6,068,000.00 with approval of a resolution regarding the application and local funding match commitment and authorization for the Grant Manager to submit the application – Grant Manager, Department of Finance

(8) Board consideration of the first amendment to the agreement between Forsyth County and Triple Crown Sports, Inc. to add the Forsyth County Chamber as an additional party and to expand the scope to include other Triple Crown Sports events - Director, Department of Parks and Recreation

(9) Board consideration and authorization to apply for the United States Tennis Association (USTA) Southern Tennis Program Grant in the amount of $1,500.00 with no match required to fund the Therapeutic Recreation Tennis Program. Staff requests that this item be considered on a "*Time Sensitive*" basis – Director, Department of Parks and Recreation

(10) Board consideration and approval to award Quote 25-61-5211 to Perry Weather, Inc. in the amount of $18,000.00 for a Weather Notification System for the Department of Parks and Recreation with approval of the associated Addendum #1 to Perry Weather Terms & Conditions - Deputy Director, Department of Parks and Recreation

(11) Board consideration and approval of Change Order No. 1 to the Construction Agreement with Garney Companies, Inc. (Contract 1202400037) in the amount of $2,579,173.63 for realignment of a portion of the Return Flow Pipeline along Sanders Road related to the Fowler Return Flow to Lake Lanier Phase 1: Pipeline project. Staff requests this item be considered on a "*Time Sensitive*" basis - Director, Department of Capital Projects.

(12) Board consideration and approval of Change Order No. 2 to the Progressive Design-Build Agreement with Archer Western Construction, LLC. (Contract 1202400038) in the net amount of $13,244,374.00 for the completion stage price regarding the Fowler Return Flow to Lake Lanier Phase 2: Pump Station project. Staff requests this item be considered on a "*Time Sensitive*" basis - Director, Department of Capital Projects

(13) Board consideration and approval of Task Order 8 under the existing Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services (CEI) As-Needed Services Agreement dated May 18, 2022 with BCC Engineering, LLC d/b/a Heath & Lineback in the amount of $237,000.00 for SPLOST IX Program Management. Staff requests this Item be considered on a "*Time Sensitive"* basis - Transportation Project Manager, Department of Capital Projects

(14) Board consideration and approval of Task Order 9 under the existing Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services (CEI) As-Needed Services Agreement dated May 18, 2022 with BCC Engineering, LLC d/b/a Heath & Lineback in the amount of $992,500.00 for SPLOST IX detailed scoping and CEI services. Staff requests this Item be considered on a *"Time Sensitive*" basis - Transportation Project Manager, Department of Capital Projects

(15) Board consideration and approval of the Access Forsyth Fare Increases and Major Service Reductions Public Comment Policy - Director, Department of Public Transportation

(16) Board approval of Invoice INV-014382 to the Georgia Department of Transportation in the amount of $461,251.60 for Water and Sewer Infrastructure Relocations due to GDOT Project PI 0015591 State Route 9 at Bannister Road Roundabout - Director, Department of Water and Sewer

(17) Board consideration and approval of Task Order No. 3 with Black & Veatch Corporation under the Standard Services Agreement for Water and Sewer Engineering Services As-Needed (Contract No. 1202300004) in the amount of $526,428.00 for design services of the Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main - Director, Department of Water and Sewer

(18) Board consideration and approval of Task Order HS-14 with Hazen and Sawyer under the Standard Services Agreement for Water and Sewer Engineering Services As-Needed (Contract No. 1202300002) in the amount of $105,939.00 for preliminary design services of the Middle Big Creek Lift Station - Director, Department of Water and Sewer

(19) Board consideration and approval of Task Order 001 with Gulf Coast Underground, LLC under the CIPP Lining of Sewer Pipes and Laterals As-Needed Agreement (Contract No. 25-19-3300) in the amount of $104,229.72 for Sewer Rehabilitation - Deputy Director, Department of Water and Sewer

(20) Board consideration and approval of Task Order 002 with Metals and Materials Engineers, LLC under the Manhole and Lift Station Wet Well Rehabilitation As-Needed Agreement (Contract No. 25-36-3300) in the amount of $156,519.22 for the rehabilitation of sewer manholes - Deputy Director, Department of Water and Sewer

(21) Board consideration and approval of a sole source purchase with Opex Corporation for a Falcon+ Red scanner in the amount of $118,962.00 for the Department of Water and Sewer - Deputy Director, Department of Water and Sewer

(22) Board consideration and approval of the Professional Services and Business Associate Agreements with Med Investors Development, LLC, d/b/a One to One Health, for consulting support for the Employee Center onsite clinic strategy, launch planning, healthcare and wellness delivery for a not-to-exceed amount of $18,000.00. Staff requests this item be considered on a *"Time Sensitive"* basis - Director, Department of Employment Services

(23) Board consideration of modifying action previously adopted - Rule 3.02.01 - related to a Telecommunications Tower - Assistant County Manager / County Attorney

(24) Board consideration of a Resolution to initiate the abandonment of a portion of Grant’s Path (public right-of-way) as requested by abutting property owners - County Attorney

(25) Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 059-533 (Parcel Owner: AFV Investments, LLC) of the Post Road Widening Project (Parcel No. 45); estimated just and adequate compensation: $15,100.00 for 1,616.69 square feet (0.037 acres) of fee simple right-of-way; one (1) driveway easement. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

(26) Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 059-554 (Parcel Owner: Golden Liquor, LLC) of the Post Road Widening Project (Parcel No. 46); estimated just and adequate compensation: $136,000.00 for 2,647.19 square feet (0.061 acres) of fee simple right-of-way; 1,986.85 square feet of permanent easement for construction and maintenance of slopes, drainage, and utilities; one (1) driveway easement. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

(27) Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 059-541 (Parcel Owner: Truist Bank, as successor by merger to SunTrust Bank) of the Post Road Widening Project (Parcel No. 47); estimated just and adequate compensation: $242,300.00 for 4,046.75 square feet (0.093 acres) of fee simple right-of-way; 4,241.52 square feet of permanent easement for construction and maintenance of slopes, drainage, and utilities. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

(28) Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 056-041 (Parcel Owner: PT Westbrook Partners I, LLC) of the Post Road Widening Project (Parcel No. 147); estimated just and adequate compensation: $199,200.00 for 8,178.10 square feet (0.188 acres) of fee simple right-of-way; 9,629.62 square feet of permanent easement for construction and maintenance of slopes; 564.81 square feet of temporary easement for construction of slopes; one (1) driveway easement. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

(29) Board discussion and instruction regarding land of use vision, comprehensive planning, older zoning in need of review, and other related land use issues in light of the Board's recently imposed moratoria use - County Manager

VI. Recess Work Session

VII. Executive Session (if needed)

VIII. Open Session following Executive Session

IX. Adjournment

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Sheriff	**Submitted by:**	Chelsea Clark, Grant Administrator
Date Submitted:	05/09/2025	**Presenter:**	Richard Tucker
Meeting Date:	5/20/2025	**Department Head:**	Ron Freeman

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and authorization to apply for the Georgia Pet Foundation Fix Georgia Pets grant in the amount of $10,000.00 with no required match for trap-neuter-return procedures at the Pet Resource Center – Director of Business Operations, Sheriff's Office

Recommended Action: **Authorize**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: YES
Reviewed by: Internal
Comments:
Comments by Legal: Incorporated into item

Workflow Selected: **CM Approval w/ Finance Review**

Approval List:

Chelsea Clark, Finance	Created/Initiated - 5/9/2025
Nick Curry, Sheriff	Approved - 5/9/2025
Laura Calfee, Finance	Approved - 5/12/2025
David McKee, Administration	Final Approval - 5/12/2025

GRANT SYNOPSIS FORM

Grant Administrator

STATUS: In Progress

BOC MEETING DATE: May 20, 2025

COUNTY DEPARTMENT APPLYING FOR GRANT: Pet Resource Center

DEPARTMENT PROJECT TO FUND: Trap-Neuter-Return (TNR) procedures for community cats

STAFF CONCURRENCES: Jaci Kobeszka, Administrative Supervisor, Pet Adoption and Resource Center, Richard Tucker, Director of Business Operations, Sheriff's Office

FUNDING AGENCY GRANT RFP DETAILS

GRANT PROGRAM NAME: Fix Georgia Pets

FUNDING SOURCE (GRANTOR) / TYPE: Georgia Pet Foundation/Foundation

FUNDING OPPORTUNITY DESCRIPTION: Georgia Pet Foundation has partnered with Fix Georgia Pets to provide grants to organizations throughout Georgia to provide low-cost and/or no-cost spay/neuters for dogs and cats.

FUNDING AWARD AMOUNT: $10,000.00

FUNDING HISTORY: N/A

MATCHING REQUIREMENTS: None

GRANT TIMELINE: Applications are accepted on a rolling basis. An award timeline is not provided.

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Solid Waste & Recycling	**Submitted by:**	Ryan Eckelberry, Procurement Agent II
Date Submitted:	05/02/2025	**Presenter:**	Tammy Keaton
Meeting Date:	5/20/2025	**Department Head:**	Sam Buckles

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval to award Quote 25-45-3401 to Universal Environmental Services LLC in the not to exceed amount of $10,000.00 for calendar years 2025, 2026, and 2027 for Removal and Recycling of Used Motor Oil, Oil Filters, and Antifreeze for the Department of Solid Waste and Recycling – Manager of Environmental Programs, Department of Solid Waste and Recycling

Recommended Action: **Award**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Disposal - Solid Waste	$10,000.00	$231,316.00	54034510-522111

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: Yes
Reviewed by: Jeff Strickland
Comments:
Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Procurement and Finance Review**

Approval List:

Ryan Eckelberry, Procurement	Created/Initiated - 5/2/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Sam Buckles, Solid Waste & Recycling	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/12/2025
David McKee, Administration	New -



GENERAL SERVICES AGREEMENT

Quote No. 25-45-3401

THIS GENERAL SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 2025 (the "**Effective Date**"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("**County**"), and **UNIVERSAL ENVIRONMENTAL SERVICES LLC**, a Delaware limited liability company, ("Contractor"), collectively, the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Contractor to provide certain services generally described as Removal and Recycling of used motor oil, oil filters, and antifreeze; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

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

WHEREAS, the public interest will be served by this Agreement.

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Exhibits Incorporated into this Agreement. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit "A" – Scope of Services
Exhibit "B" – Compensation of Services
Exhibit "C" – Insurance Requirements
Exhibit "D" – Contractor Affidavit
Exhibit "E" – Subcontractor Affidavit

B. The Scope of Services. The services and work to be performed and completed under this Agreement (the "**Work**") is described in the scope of services set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference.

C. Term of Agreement.

(1) Contractor shall perform the Work in a prompt and timely manner which will not impose delays. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) December 31st, 2027 (the "**Term**").

(2) As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the Term; provided, however, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibits "A" and "B"** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each task or component of the Work as a percentage of the total Work authorized for such task or component. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "B"** attached hereto, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

C. The compensation as provided for in this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "B"** attached hereto. There shall be no percentage mark-up other than as stated in such **Exhibit "B"**.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor; Licenses, Certification and Permits; Performance.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent qualified providers performing similar services under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

B. County's Reliance on the Work.

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

C. Assignment of Agreement.

The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved

subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

D. Responsibility of Contractor and Indemnification of County.

Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "**Indemnified Party**") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("**Liabilities**"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "**Indemnity Obligation**"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

E. Independent Contractor.

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

F. Insurance.

The Contractor shall have and maintain in full force and effect for the duration of this Agreement insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater.

G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

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

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

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

H. <u>Records, Reports and Audits</u>

(1) <u>Records</u>:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("**Records**") shall be established and maintained by the Contractor in accordance with

requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

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

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I. Conflicts of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

J. Information Received from County; Confidentiality. Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

K. **Key Personnel.** Reserved.

L. **Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

M. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

O. **Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor's employees, or the Contractor's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

P. **Reserved**

V. PERFORMANCE STANDARDS; TERMINATION

A. The County may evaluate Contractor's performance on a monthly basis. If requirements

are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

B. If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

C. The County shall have the right to terminate this Agreement at any time for convenience by providing written notice thereof to Contractor. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

D. Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

F. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

C. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the

Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

D. Captions and Severability. The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

E. Business License. Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices. All notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:
Forsyth County Department of Procurement
Attn: Ryan Eckelberry
Procurement Agent II
514 West Maple Street, Suite 104
Cumming, Georgia 30040

NOTICE TO THE CONTRACTOR shall be sent to:
Universal Environmental Services LLC
Attn: Stuart Duncan
Georgia Sales Manager
411 Dividend Drive
Peachtree City, Georgia 30269

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

H. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

J. **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONTRACTOR:

UNIVERSAL ENVIRONMENTAL SERVIES LLC

By: stuart duncan
Stuart Duncan
Georgia Sales Manager

COUNTY:

FORSYTH COUNTY, GEORGIA

By: _____
Alfred John, Chairman

[COUNTY SEAL]

Attest: _____
Kiersten Law, County Clerk

EXHIBIT "A"

Scope of Services

Forsyth County is seeking a responsible contractor for the Removal and Recycling of used motor oil, oil filters, and antifreeze for calendar year 2025, 2026, and 2027.

Locations

All locations require all three (3) services

Recycling Convenience Centers		
351 Tolber Street Cumming, GA 30040	**3678 Old Atlanta Road Suwanee, GA 30024**	**3520 Settingdown Road Cumming, GA 30028**
400 Gallon Bulk Oil Container provided by Forsyth County **55-Gallon Drum**used for anti-freeze- provided by Forsyth County **(2) Blue Recycling Carts** for used oil filters (provided by Contractor) **55-Gallon Drum** for oil cleanup materials such as used oil absorbent, pads and rags (provided by Contractor)	**400 Gallon Bulk Oil Container** provided by Forsyth County **55-Gallon Drum**used for anti-freeze- provided by Forsyth County **(2) Blue Recycling Carts** for used oil filters (provided by Contractor) **55-gallon drum** for oil cleanup materials such as used oil absorbent, pads and rags (provided by Contractor)	**400 Gallon Bulk Oil Container** provided by Forsyth County **55-Gallon Drum**used for anti-freeze- provided by Forsyth County **(2) Blue Recycling Carts** for used oil filters (provided by Contractor) **55-Gallon Drum** for oil cleanup materials such as used oil absorbent, pads and rags (provided by Contractor)

County Department Locations	
Fleet Maintenance 4140 County Way Cumming, GA 30041	**Fire Maintenance 3480 Settingdown Road Cumming, GA 30028**
500 Gallon Bulk Oil Container provided by Forsyth County **250 Gallon Bulk Oil Container** provided by Forsyth County **55-Gallon Drum** used for anti-freeze provided by Forsyth County **(2) Blue Recycling Cans** for used oil filters (provided by Contractor)	**250 Gallon Bulk Oil Container** provided by Forsyth County **55-Gallon Drum** used for anti-freeze provided by Forsyth County **(2) Blue Recycling Cans** for used oil filters (provided by Contractor)





1. 400-gallon oil containers provided by the County are used for the collection of oil at the Recycling Convenience Centers.
2. Anti-freeze is collected in 55-gallon drums provided by the County and siphoned by Contractor. The oil cleanup materials are collected in a 55-gallon drum provided by the Contractor and swapped for an empty drum as needed.
3. The used oil, filters, and antifreeze collected at the 3 Recycling Convenience Centers is dropped off by the public. An attendant is onsite at each centers location but is unable to monitor all activity. However, we do try and look as closely as possible for potential contamination and notify the Contractor of any potential issues. There is very clear signage on the collection containers to prevent accidental contamination.
4. The Contractor is expected to set up and deliver containers within 2 weeks or less of notification of the contract.
5. Items are to be monitored and collected by the Contractor on a regular rotation basis to prevent containers from being filled completely. If a container should fill-up before the standard pickup schedule the customer will place a call to the Contractor requesting a pickup. The expectation is that the Contractor will service the container within 2 workdays of the call.
6. Upon any service completion a ticket shall be provided by the Contractor with the following: Service Date, Location, Time, Driver's full name, Estimated Quantity, and County Attendant's Signature.

Normal work hours are from 7:30 a.m. to 4:00 p.m., Monday through Friday, except national holidays.

EXHIBIT "B"

Compensation of Services

Item No.	Quote Schedule 25-45-3401 Description	Pricing Cy 2025	Pricing Cy 2026	Pricing Cy 2027
1	Motor Oil Reimbursment per gallon	$0.00	market prcing	market pricing
2	Fees for container or barrel pick-up	$20.00 each	$20.00 each	$20.00 each
3	Fees for used filters	$30.00 each	$30.00 each	$30.00 each
4	Rental Containers: Oil, if needed	$150.00 each	$150.00 each	$150.00 each
5	Rental Containers: Antifreeze, if needed	$150.00 each	$150.00 each	$150.00 each
6	Rental Containers: Filters, if needed	$0.00	$0.00	$0.00
7	Antifreeze pick -up per gallon	$.45 per gallon	$.45 per gallon	$.45 per gallon
8	Contaminated Oil pick-up per gallon	see note	see note	see note
9	Contaminated Anti-freeze pick-up per gallon	$1.00 per gallon	$1.00 per gallon	$1.00 per gallon
10	Oily Water requested pick up per gallon	$1.25 per gallon	$1.25 per gallon	$1.25 per gallon
11	Used Absorbent per drum charge for disposal and replacement drum delivery	$280.00 total	$280.00 total	$280.00 total
12	Is your company able to recycle used andtifreeze onsite and, if so, what does it cost per gallon?	NO		
13	What type bins/barrels does your company offer?	Totes, metal drums, filter carts		
14	Are there pick-up fees for containers at the end of the agreement?	NO		

NOTE Contaminated oil pricie is contingent on sample analysis reslults

EXHIBIT "C"

INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to Forsyth County Board of Commissioners, Attn: Risk Management, 110 E. Main Street, Suite 230, Cum-ming, Georgia 30040. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

a)	Workers' Compensation	Statutory Requirement
b)	Employer's Liability, per Occurrence	$1,000,000

2. Comprehensive General Liability Insurance:

a)	Per Occurrence Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
b)	Personal & Advertising Injury Limit	$1,000,000
c)	General Aggregate Limit	$2,000,000
d)	Products/Completed Operations Aggregate Limit	$2,000,000

3. Comprehensive Automobile Liability Insurance:

a)	Per Occurrence Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000

Comprehensive form covering all owned, non-owned, and hired vehicles

4. Excess Umbrella Liability Insurance:

a)	Per Occurrence and Aggregate Limit	$3,000,000
b)	Coverage at least as broad as primary coverage as under 1, 2, and 3 above	

EXHIBIT "D"

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
COUNTY OF FORSYTH

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☒ 100 or more employees ☐ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

~~20-0659838~~ 427834
Federal Work Authorization User Identification Number

~~4/16/2025~~ 6/29/2011
Date of Authorization

UNIVERSAL ENVIRONMENTAL SERVICES, LLC
Name of Contractor

Removal and Recycling of used motor oil, oil filters, and antifreeze
Name of Project

Forsyth County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 4/16, 2025 in peachtree (city), GA (state).

Jessica Perry
Signature of Authorized Officer or Agent

JESSICA PERRY - CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 16 DAY OF APRIL, 2025.

Rachanda Minniefield
Notary Public

[NOTARY SEAL]

My Commission Expires: 8/10/2025

Rachanda Minniefield
NOTARY PUBLIC
Fulton County, GEORGIA
My Commission Expires 08/10/2025

EXHIBIT "E"

SUBCONTRACTOR AFFIDAVIT

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

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____, _____, 2025 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC
[NOTARY SEAL]
My Commission Expires:

_____

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Senior Services	**Submitted by:**	Anna Coppock, Accountant
Date Submitted:	05/12/2025	**Presenter:**	Anna Coppock
Meeting Date:	5/20/2025	**Department Head:**	Sharolyn Flemons

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval for modifications to Senior Services Facilities Rental Agreements - Accountant 1, Department of Senior Services

Recommended Action:

Accept
Approve
Authorize

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: Yes
Reviewed by: Greg Mayfield
Comments:
Comments by Legal:

Workflow Selected: **Assistant County Manager Tony Tarnacki Approval**

Approval List:

Anna Coppock, Senior Services	Created/Initiated - 5/12/2025
Sharolyn Flemons, Senior Services	Approved - 5/12/2025
ANTHONY TARNACKI, Administration	Approved - 5/12/2025
David McKee, Administration	New -

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Senior Services	**Submitted by:**	Chelsea Clark, Grant Administrator
Date Submitted:	05/12/2025	**Presenter:**	Anna Coppock
Meeting Date:	5/20/2025	**Department Head:**	Sharolyn Flemons

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board approval of Addendum No. 2 to the FY 2024-2025 Agreement between The Legacy Link, Inc. and Forsyth County regarding a change in award with an increase of $47,810.00 to the Meals, Transportation, and Respite Program awards. Staff requests item be considered on a "*Time Sensitive*" basis – Accountant I, Department of Senior Services

Recommended Action: **Accept**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Fed Grant	$47,810.00	$0.00	25044520.331000.GNCBS
Senior Meals	$30,620.00	$0.00	25044520.531322
Transportation	$14,390.00	$0.00	25044520.531270
Respite	$2,800.00	$0.00	25044520.532000

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: YES
Reviewed by: Greg Mayfield
Comments:
Comments by Legal:

Workflow Selected: **CM Approval w/ Finance Review**

Approval List:

Chelsea Clark, Finance	Created/Initiated - 5/12/2025
Sharolyn Flemons, Senior Services	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
David McKee, Administration	New -

ADDENDUM NO. 2
TO
AGREEMENT

BETWEEN THE LEGACY LINK, INC., AND FORSYTH COUNTY COMMISSION FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2024.

Said agreement is amended to read as follows.

2. Description of Services.

(c) Provide Alzheimer Respite Services for elderly persons in Forsyth County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 7,114 units of Alzheimer Respite services to 20 persons in Forsyth County. The hours of operation for Alzheimer Respite services are Mondays - Fridays from 11:00 a.m. to 03:00 p.m.

(e) Provide Transportation services for elderly persons in Forsyth County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2024 to June 30, 2025. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 6,490 units of Transportation services to 15 persons.

5. Compensation.

(b) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Fifty-Six Thousand Four Hundred Forty-Seven Dollars ($56,447.00) and federal and state funds for home-delivered meals in the amount of Two Hundred Twelve Thousand Nine Hundred Twelve Dollars ($212,912.00).

(c) The total compensation paid by the Legacy to the Contractor for Alzheimer Respite services pursuant to this agreement shall not exceed Seventy-Six Thousand Eight Hundred Fifty-Four Dollars ($76,854.00).

(e) The total compensation paid by the Legacy to the Contractor

for Transportation services pursuant to this Agreement shall not exceed Thirty-One Thousand Three Hundred Ninety-Eight Dollars ($31,398.00).

***All other terms and conditions of this agreement remain unchanged

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE LEGACY LINK, INC.

By:_____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

_____
Notary Public

CONTRACTOR:
FORSYTH COUNTY COMMISSION

By:_____
Chairman

Subscribed and sworn to
in our presence:

_____
Notary Public

A RESOLUTION
BY
THE BOARD OF COMMISSIONERS
OF
FORSYTH COUNTY, GEORGIA

WHEREAS, the Forsyth County Board of Commissioners is the governing authority of Forsyth County, Georgia;

WHEREAS, the Forsyth County Board of Commissioners is charged to establish a budget for the offices, departments and agencies that comprise Forsyth County government as outlined in O.C.G.A. § 36-81-1, et.seq.;

WHEREAS, the offices, departments and agencies listed in Exhibit A request approval by the Forsyth County Board of Commissioners to amend the adopted operating budget for Forsyth County for the year 2025;

WHEREAS, these requests are for non-budgeted items, and therefore a budget resolution amending the fiscal year 2025 budget to reflect an increase in revenue and expense as reflected in Exhibit A is appropriate; and,

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners does hereby amend the fiscal year 2025 budget to reflect the revenue and expenses as set forth in Exhibit A.

This_____day of _____ 2025.

FORSYTH COUNTY BOARD OF COMMISSIONERS

_____
Alfred John, Chair

_____
Kerry Hill, Vice Chair

_____
Mendy Moore, Secretary

_____
Todd Levent, Member

_____
Laura Semanson, Member

ATTEST:

_____
Clerk to the Board

For an approved Resolution of the Board of Commissioners, all Board members execute the Resolution irrespective of whether a particular member was in attendance for the vote or whether that particular member voted against the action

EXHIBIT A

25044520.331000.GNCBS	Fed Grant	$47,810.00	Increase
25044520.531322	Senior Meals	$30,620.00	Increase
25044520.531270	Transportation	$14,390.00	Increase
25044520.532000	Respite	$2,800.00	Increase

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Procurement	**Submitted by:**	Kayley Robinson, Procurement Agent
Date Submitted:	04/30/2025	**Presenter:**	Adrian Casey
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board authorization for staff to declare a presented list of items as surplus with authorization for the Department of Procurement to dispose of accordingly - Director, Department of Procurement

Recommended Action: **Authorize**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO:
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **County Manager Approval**

Approval List:

Kayley Robinson, Procurement	Created/Initiated - 4/30/2025
Adrian Casey, Procurement	Approved - 5/12/2025
David McKee, Administration	Final Approval - 5/12/2025

Vehicles/Equipment

Unit #	Description	Vin/Serial Number	Department	Total Loss	Comments
24276	2018 Bobcat T770	AT631632	Water & Sewer	No	Repair Costs
174	2018 Ford Explorer	1FM5K8AR3JGB91624	Sheriff's Office	No	Mileage/ Maintenance
115	2018 Ford Explorer	1FM5K8AR6JGB91620	Sheriff's Office	No	Mileage/ Maintenance
173	2018 Ford Explorer	1FM5K8AR2JGB91632	Sheriff's Office	No	Mileage/ Maintenance
26861	Keestrack dirt shaker model: COMBO-T	31-C883	Engineering/Roads & Bridges	No	Repair Costs

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Finance	**Submitted by:**	Chelsea Clark, Grant Administrator
Date Submitted:	05/12/2025	**Presenter:**	Nancy Smallwood
Meeting Date:	5/20/2025	**Department Head:**	Rebecca Whitmire

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and authorization to accept the Georgia Department of Behavioral Health and Developmental Disabilities (DBHDD) FY24 Georgia Opioid Crisis Abatement Trust award in the amount of $1,008,230.40, with a match of $230,000.00, and approval of a Budget Resolution. Staff requests this item be considered on a "*Time Sensitive"* basis – Grant Manager, Department of Finance

Recommended Action: **Accept**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: YES
Reviewed by: Greg Mayfield
Comments:
Comments by Legal: Incorporated into item

Workflow Selected: **CM Approval w/ Finance Review**

Approval List:

Chelsea Clark, Finance	Created/Initiated - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
David McKee, Administration	New -

A
RESOLUTION
BY
THE BOARD OF
COMMISSIONERS OF
FORSYTH COUNTY, GEORGIA

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WHEREAS, the Forsyth County Board of Commissioners is charged to establish a budget for the offices, departments and agencies that comprise Forsyth County government as outlined in O.C.G.A. § 36-81-1, et.seq.;

WHEREAS, the offices, departments and agencies listed in Exhibit A request approval by the Forsyth County Board of Commissioners to amend the adopted operating budget for Forsyth County for the year 2025;

WHEREAS, these requests are for non-budgeted items, and therefore a budget resolution amending the fiscal year 2025 budget to reflect an increase in revenue and expense as reflected in Exhibit A is appropriate; and,

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners does hereby amend the fiscal year 2025 budget to reflect the revenue and expenses as set forth in Exhibit A.

This_____day of_____2025.

FORSYTH COUNTY BOARD OF COMMISSIONERS

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Alfred John, Chair

_____
Kerry Hill, Vice Chair

_____
Laura Semanson, Secretary

_____
Mendy Moore, Member

_____
Todd Levent, Member

ATTEST:

_____
Clerk to the Board

For an approved Resolution of the Board of Commissioners, all Board members execute the Resolution irrespective of whether a particular member was in attendance for the vote or whether that particular member voted against the action

EXHIBIT A

Revenue:

25000000.331000.GFCSO	Federal Government	$45,000.00	Increase
25000000.331000.GFCSO	Federal Government	$30,000.00	Increase
25000000.331000.GFCSC	Federal Government	$200,000.00	Increase
25000000.331000.GUNGA	Federal Government	$531,160.00	Increase
25000000.331000.GFCDC	Federal Government	$232,070.00	Increase

Forsyth County Sheriff's Office
Expense:

25000000.523500.GFCSO	Travel	$19,850.00	Increase
25000000.523700.GFCSO	Education and Training	$3,150.00	Increase
25000000.532000.GFCSO	Program Supplies	$22,000.00	Increase

Forsyth County School District
Expense:

25000000.521200.GFCSC	Professional Services	$200,000.00	Increase

University of North Georgia
Expense:

25000000.521200.GUNGA	Professional Services	$531,160.00	Increase

Forsyth County Drug Awareness Counsel
Expense:

25000000.521200.GFCSC	Professional Services	$232,070.00	Increase

General Fund

10022350.611250	Transfer Out-Grant Fund	$30,000.00	Increase
10022350.523500.GFCSO	Travel	$2,100.00	Decrease
10022350.523700.GFCSO	Education and Training	$13,200.00	Decrease
10022350.532000.GFCSO	Program Supplies	$14,700.00	Decrease

A
RESOLUTION
BY
THE BOARD OF
COMMISSIONERS OF
FORSYTH COUNTY, GEORGIA

WHEREAS, the Forsyth County Board of Commissioners is the governing authority of Forsyth County, Georgia;

WHEREAS, the Forsyth County Board of Commissioners is charged to establish a budget for the offices, departments and agencies that comprise Forsyth County government as outlined in O.C.G.A. § 36-81-1, et.seq.;

WHEREAS, the offices, departments and agencies listed in Exhibit A request approval by the Forsyth County Board of Commissioners to amend the adopted operating budget for Forsyth County for the year 2025;

WHEREAS, these requests are for non-budgeted items, and therefore a budget resolution amending the fiscal year 2025 budget to reflect an increase in revenue and expense as reflected in Exhibit A is appropriate; and,

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners does hereby amend the fiscal year 2025 budget to reflect the revenue and expenses as set forth in Exhibit A.

This_____day of_____2025.

FORSYTH COUNTY BOARD OF COMMISSIONERS

_____
Alfred John, Chair

_____
Kerry Hill, Vice Chair

_____
Laura Semanson, Secretary

_____
Mendy Moore, Member

_____
Todd Levent, Member

ATTEST:

_____
Clerk to the Board

For an approved Resolution of the Board of Commissioners, all Board members execute the Resolution irrespective of whether a particular member was in attendance for the vote or whether that particular member voted against the action

EXHIBIT A

Revenue (Grant Fund):

25000000.331000.GFCSO	Federal Government	$45,000.00	Increase
25000000.391200.GFCSO	Federal Government	$230,000.00	Increase
25000000.331000.GFCSC	Federal Government	$200,000.00	Increase
25000000.331000.GUNGA	Federal Government	$531,160.00	Increase
25000000.331000.GFCDC	Federal Government	$232,070.00	Increase

Forsyth County Sheriff's Office
Expense:

25000000.511110	Salaries-FT	$30,000.00	Increase
25000000.523500.GFCSO	Travel	$19,850.00	Increase
25000000.523700.GFCSO	Education and Training	$3,150.00	Increase
25000000.532000.GFCSO	Program Supplies	$22,000.00	Increase

Forsyth County School District
Expense:

25000000.521200.GFCSC	Professional Services	$400,000.00	Increase

University of North Georgia
Expense:

25000000.521200.GUNGA	Professional Services	$531,160.00	Increase

Forsyth County Drug Awareness Counsel
Expense:

25000000.521200.GFCSC	Professional Services	$232,070.00	Increase

General Fund

10022350.611250	Transfer Out-Grant Fund	$30,000.00	Increase
10022350.523500.GFCSO	Travel	$2,100.00	Decrease
10022350.523700.GFCSO	Education and Training	$13,200.00	Decrease
10022350.532000.GFCSO	Program Supplies	$14,700.00	Decrease

Opioid Fund

25200000.611200	Transfer Out-Opioid Fund	$200,000.00	Increase
25200000.591000.GNOSA	Reserve for Contingency	$200,000.00	Decrease

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Finance	**Submitted by:**	Chelsea Clark, Grant Administrator
Date Submitted:	05/12/2025	**Presenter:**	Nancy Smallwood
Meeting Date:	5/20/2025	**Department Head:**	Rebecca Whitmire

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and authorization to apply for the U.S. Department of Transportation (USDOT) FY25 Safe Streets and Roads for All (SS4A) grant in the amount of $4,854,400.00 with a required match of $1,213,600.00 and a total project cost of $6,068,000.00 with approval of a resolution regarding the application and local funding match commitment and authorization for the Grant Manager to submit the application – Grant Manager, Department of Finance

Recommended Action: **Authorize**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: YES
Reviewed by: Greg Mayfield
Comments:
Comments by Legal: Incorporated into item

Workflow Selected: **CM Approval w/ Finance Review**

Approval List:

Chelsea Clark, Finance	Created/Initiated - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
David McKee, Administration	New -

GRANT SYNOPSIS FORM

Grant Administrator

STATUS: In progress

BOC MEETING DATE: May 20, 2025

COUNTY DEPARTMENT APPLYING FOR GRANT: Engineering

DEPARTMENT PROJECT TO FUND: Local Road Safety Plan S1-S9 Priority 1 Projects

STAFF CONCURRENCES: John Cunard, Director, Engineering

FUNDING AGENCY GRANT RFP DETAILS

GRANT PROGRAM NAME: Safe Streets and Roads for All (SS4A)

FUNDING SOURCE (GRANTOR) / TYPE: U.S. Dept of Transportation/Federal

FUNDING OPPORTUNITY DESCRIPTION: The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.

FUNDING AWARD AMOUNT: $4,854,400.00 (80%)

MATCHING REQUIREMENTS: $1,213,600.00 (20%)

TOTAL PROJECT COST: $6,068,000.00 (100%)

GRANT TIMELINE:

Application Due: June 26, 2025
Awards: Fall 2025
Period of Performance: Up to 5 years after grant agreement is signed

SS4A Project List

Project ID	Description	Length
S1	Southers Circle from J. Burgess Rd to Hope Dr./Settlers Road	2.45
S2	Haw Creek Cir. From Haw Creek Pkwy to Haw Creek Cir East	0.54
S3	Deputy Bill Cantrell Memorial Rd from SR 9 to Ronald Reagan Blvd	0.81
S4	Buford Dam Rd from Sanders Rd to Sawnee Campground Entrance	2.57
S5	Parks Rd from SR 306 to Little Mill Rd	2.21
S6	Crystal Cove Trail from Dawsonville Hwy to Lakeside Place	1.9
S7	Anderson Lake Road from SR 53 to Pea Ridge Road	1.65
S8	Pea Ridge Rd from SR 53 to Jot Em Down Road	1.81
S9	Namon Wallace Dr from Bannister Road to Riley Rd	1.05
	Total	14.99

BILLING CODE 4910-9X

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

Docket Number: DOT-OST-2025-0050

USDOT FY25 Safe Streets and Roads for All Funding

ISSUED: March 28, 2025

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

Each section of this Notice of Funding Opportunity contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety to have the information they need to submit eligible and competitive applications.

Section	Content
A	Basic Information
B	Definitions
C	Eligibility Information
D	Program Description
E	Federal Award Information
F	Submission Requirements and Deadlines
G	Application Review Information
H	Federal Award Notices
I	Post-Award Requirements and Administration
J	Other Information

A. Basic Information

Basic Information: Safe Streets and Roads for All (SS4A)	
Federal Agency Name	Office of the Secretary of Transportation, U.S. Department of Transportation
Funding Opportunity Number	DOT-SS4A-FY25-01 (Grants.gov)
Assistance Listing Number	20.939
Executive Summary	Funds for the fiscal year (FY) 2025 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, and behavioral and operational initiatives to prevent fatalities and serious injuries on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, motorists, and commercial vehicle operators.
Objective	The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants.
Eligible Applicants	• Metropolitan planning organizations; • Political subdivisions of a State or territory (e.g., cities, towns, counties); • Federally recognized Tribal governments; and • A multijurisdictional group of entities described in any of the aforementioned three types of entities.
Eligible Project Types	• Develop a comprehensive safety action plan (Action Plan). • Conduct supplemental safety planning to enhance an Action Plan. • Carry out demonstration activities to inform the development of, or an update to, an Action Plan. • Perform planning, design, and development activities for projects and strategies identified in an Action Plan. • Implement projects and strategies identified in an Action Plan that address roadway safety problems.

Basic Information: Safe Streets and Roads for All (SS4A)	

Funding Details	This Notice makes available up to $982,260,494 for FY 2025 grants:
	• **$580,000,000** is available for Implementation Grants
	  ○ Expected number of awards: 40 to 70
	  ○ Expected funding range: $2,500,000 to $25,000,000
	• **$402,260,494** is available for Planning and Demonstration Grants
	  ○ Expected number of awards: 400 to 700
	  ○ Expected funding range: $100,000 to $5,000,000
	The Department reserves the right to make more, or fewer, awards. USDOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing the needs of the program in relation to the SS4A grant priorities in Section D.3. DOT may increase the overall amount of funding if additional funds become available.

Funding Restrictions	• Not more than 15 percent of the $1 billion in FY 2025 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.[1] • A minimum of 40 percent of the total funds made available in FY 2025 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development or update of an Action Plan. The 40 percent set-aside for FY 2025 funding may change if Congress enacts applicable legislation before awards are announced.
Key Dates	Planning and Demonstration Grant and Implementation Grant applications must be submitted by 5:00 PM (EDT) on June 26, 2025. Technical questions must be submitted by 5:00 PM (EDT) on May 29, 2025. Pre-application eligibility review requests must be submitted for Implementation Grants by 5:00 PM (EDT) on May 9, 2025.
Application Links	Applications must be submitted via Valid Eval, an online submission proposal system used by USDOT • **Implementation Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2025_implementation/signup • **Planning and Demonstration Grant Application:** https://usg.valideval.com/teams/usdot_ss4a_2025_planning_demo/signup Customer support for Valid Eval can be reached at support@valideval.com.
Agency Contact Information	**Email:** SS4A@dot.gov **Website:** https://www.transportation.gov/grants/SS4A DOT will regularly post answers to common questions and requests for clarification, as well as schedule information regarding webinars providing additional guidance.

[1] Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

1. Changes in the FY 2025 NOFO

The FY 2025 NOFO substantively differs from the FY 2024 NOFO in the following ways:

- The NOFO includes one application deadline of June 26, 2025.
- Underserved Community will use the same definition as Areas of Persistent Poverty for purposes of this NOFO. See Section B for more information.
- The maximum expected award for Planning and Demonstration Grants changed from $10,000,000 to $5,000,000.
- Section C.3.iii contains updated Action Plan requirements for Planning and Demonstration Grant applicants requesting funds to conduct supplemental planning and/or demonstration activities only.
- Section C.4.i states that applicants may use no more than three plans to meet the Action Plan requirement.
- Section C.4.i.b contains updated Action Plan requirements for Implementation Grant award recipients.
- Section D.2.i Table 1: Action Plan Components has been updated.
- Section G.1.ii contains updated Implementation Grant selection criteria.
- References to rescinded Executive Orders and priorities from the previous administration have been removed.

B. Definitions

Term	Definition
Applicant's Jurisdiction(s)	The U.S. Census tract(s) where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, they should include all relevant Census tracts for the jurisdictions covered by the application.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.[2]
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as an "Action Plan") is a plan to prevent roadway fatalities and serious injuries in a locality or region or on Tribal land. This can be either an Action Plan developed with a Planning and Demonstration Grant, or a previously developed plan (e.g., a Vision Zero plan or similar plan) that is substantially similar to and meets the eligibility requirements of an Action Plan. See Table 1 for a detailed description.
Fatal or Serious Injury Crash	A fatal or serious injury crash involves a motor vehicle traveling on a trafficway customarily open to the public. To be considered a motor vehicle related fatal injury, the crash must involve a motor vehicle traveling on a trafficway customarily open to the public and must result in the death of a vehicle occupant or a nonoccupant within 30 days of the crash. This definition aligns with the definition of a fatal crash in the Fatality Analysis Reporting System (FARS).
High-Injury Network	Identifies the highest concentrations of motor vehicle related crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances.[3]

[2] The definition is in IIJA Section 11206 (a)

[3] Source: FHWA, Public Roads Magazine, Spring 2021, "Micromobility: A Travel Innovation." Publication Number: FHWA-HRT-21-003.

Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling (e.g., a wheelchair).[4]
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urban Area (UA) or located within UAs with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at https://www2.census.gov/geo/docs/reference/ua/2020_Census_ua_list_all.xlsx
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives.[5] Safe System Approach includes five elements: safe road users, safe vehicles, safe speeds, safe roads, and post-crash care.
Areas of Persistent Poverty and Underserved Community	Areas of Persistent Poverty (APP)[6] are defined as: • Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census • Any census tract with a poverty rate of at least 20 percent as measured by the 2014 – 2018 5-year data series available from the American Community Survey of the Bureau of the Census • Any territory or possession of the United States Underserved Community will use the same definition as APP for purposes of this NOFO.

[4] https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251. See page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

[5] https://highways.dot.gov/safety/zero-deaths Zero Deaths and Safe System | FHWA

[6] This definition is in 49 U.S.C. 6702(a)(1).

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for SS4A grants are:

- a metropolitan planning organization (MPO);
- a political subdivision of a State or territory;
- a federally recognized Tribal government; and
- a multijurisdictional group of entities made up of any of the aforementioned three types of entities.

A multijurisdictional group of entities described in 4) should identify a lead applicant as the primary point of contact. Non-profits are not eligible applicants unless created under State law with roadway safety and/or planning responsibilities equivalent to a political subdivision of a State. States are not eligible applicants.

For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

SS4A award recipients from all previous years are eligible to apply in FY 2025.

i. Additional Eligibility Requirements for Implementation Grant Applicants

An eligible applicant for an Implementation Grant must also meet at least one of the following conditions:

- have ownership and/or maintenance responsibilities over a roadway network;
- have safety responsibilities that affect roadways; or
- have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

2. Number of Applications

Eligible applicants may submit one application only to the FY25 funding opportunity. If multiple applications are received from the same political subdivision of a State and/or applicant, the last application submitted will be reviewed. If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant must choose between applying for a Planning and Demonstration Grant or an Implementation Grant.

Implementation Grant applicants may request funds to bundle supplemental planning and demonstration activities as described in Section D.2.i to update an Action Plan, with funds to implement projects and strategies.

3. Planning and Demonstration Grant Eligibility Requirements

Eligibility requirements are contingent on whether an applicant is requesting funds to develop a new Action Plan, conduct supplemental planning to update an existing Action Plan, and/or carry out demonstration activities to inform the development of or update to an Action Plan. Any applicant that meets the eligibility requirements may apply for a Planning and Demonstration Grant to develop an Action Plan.

i. Developing an Action Plan

Applicants applying to develop an Action Plan may also bundle supplemental planning and demonstration activities into their funding request. Applicants with an existing Action Plan may also apply to update their Action Plan. The development of an Action Plan must include all relevant road users and be at a broad, systemic geographic level (i.e., the eligible applicant's entire jurisdiction, not a few road segments within a jurisdiction). Corridor-level or site-specific studies are considered to be supplemental planning and not an Action Plan.

ii. Supplemental Planning and Demonstration Activities

If a higher-level jurisdiction (e.g., an MPO or county would be a higher-level jurisdiction for a city or town) has an eligible and finalized Action Plan, or is in the process of completing or updating an SS4A funded Action Plan from a previous grant round, an eligible applicant can apply for supplemental planning and/or demonstration activities without its own plan only if: 1) the geographic boundaries of the higher-level jurisdiction's Action Plan cover the eligible applicant's jurisdiction; 2) the proposed activities are coordinated with the higher-level jurisdiction and the application demonstrates such coordination; and 3) the activities will inform the Action Plan of the higher-level jurisdiction. An application may be deemed duplicative, and therefore ineligible, if it requests funds to develop a new Action Plan when another jurisdiction is already preparing an Action Plan in the same area using SS4A funding and/or it requests funds to develop a new Action Plan in the same area as another FY25 application. Duplicative funding requests to develop a new Action Plan will be identified and assessed for merit within the context of other jurisdictions and their planning activities and will result in an eligibility determination. The Department encourages complementary but distinctive activities, including but not limited to demonstration activities that will help inform the development of an Action Plan.

iii. Action Plan Requirement

Applicants applying to conduct supplemental planning and/or demonstration activities only, without developing or updating an Action Plan must either a) have an existing Action Plan, which is demonstrated through meeting the Action Plan requirements outlined in the Self-Certification Eligibility Worksheet and described in Table 1: Action Plan Components, b) have received SS4A funding in a previous round to develop or update an Action Plan and are in the process of completing or updating an Action Plan, as described in Table 1: Action Plan

Components, or c) use a higher-level jurisdiction's Action Plan as described above in Section C.3.ii.

4. Implementation Grant Eligibility Requirements

i. Action Plan Requirement

To apply for an Implementation Grant, the applicant must certify that they have an existing plan that is substantially similar to an Action Plan as defined in Section D.2.i.a and Table 1: Action Plan Components and has been finalized and/or last updated between 2020 and June 26, 2025. The components required for an existing plan to be substantially similar to an Action Plan may be found in up to three plans (e.g., a regional transportation safety plan and a local Vision Zero plan may be used together to meet all component requirements).

If another jurisdiction (e.g., an MPO or county) has an existing plan in place that meets Action Plan eligibility requirements, an eligible applicant covered within the Action Plan's geographic boundaries could apply without its own plan as long as the existing plan is focused, at least in part, on the roadway network within the applicant's jurisdiction, the plans include the applicant's projects and strategies, and all other eligibility requirements are met.

If an applicant does not have an existing Action Plan or is not located in a jurisdiction which has an existing Action Plan, they should apply for a Planning and Demonstration Grant to develop one. They should **NOT** apply for an Implementation Grant.

The plan, or a combination of up to three plans, must be uploaded as an attachment to the application or provided as web links to publicly available sites. Applicants should use the Self-

Certification Eligibility Worksheet to determine eligibility and upload the completed worksheet with their application.[7]

a. Ineligible Plans

State-level Action Plans (e.g., a Strategic Highway Safety Plan required under 23 U.S.C. § 148, State Highway Safety Plans required under 23 U.S.C. § 402, Commercial Vehicle Safety Plans required under 49 U.S.C. § 31102) as well as Public Transportation Agency Safety Plans required under 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant.

b. Alignment With All Action Plan Components

Implementation Grant applicants who meet any of the following conditions must update their Action Plan during the period of performance for the grant agreement to align with all Action Plan components in Table 1: Action Plan Components as a condition of receiving SS4A funds:

- Self-Certification Eligibility Worksheet areas that include a "no" response; or
- Safety focus in the qualifying Action Plan does not include all road users, including pedestrians, bicyclists, and motor vehicle users.
- Implementation Grant applicants are encouraged to request supplemental planning funding in their application to complete any missing components of an existing plan but may choose to complete such activities without Federal funding.

[7] https://www.transportation.gov/grants/ss4a/self-certification-worksheet.

5. Cost Sharing or Matching

The Federal share of an SS4A grant may not exceed 80 percent of total eligible SS4A project costs. Recipients are required to contribute a local matching share of no less than 20 percent of total eligible project costs. Unless otherwise authorized by statute, all matching contributions must be from non-Federal sources. Applicants that intend to combine SS4A funds with Federal-Aid funds provided under Title 23 U.S.C. could experience a significant delay in programming funding and executing a grant agreement.

i. Exceptions to Non-Federal Match Requirements

- Tribal Transportation Program and Tribal Transportation Program Safety Funds are Federal funding programs, and these programs may be used as non-Federal match. Matching funds may include funding from the applicant, or other eligible non-Federal sources.
- When the required local match is less than $200,000, SS4A will apply a 100-percent Federal share and waive local match requirements for eligible applicants located in the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands per Public Law 96-205, Title VI, Section 601, as amended and consistent with OMB Controller Alert-23-04, Waiving Matching Fund Requirements for Insular Areas.

ii. Types of Non-Federal Match

In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2

CFR § 200.306(b). Any in-kind contributions used to fulfill the cost-share requirement for both Planning and Demonstration Grants and Implementation Grants must:

- Be in accordance with the cost principles in 2 CFR Part 200 Subpart E;
- Include documented evidence of completion within the period of performance; and
- Support the execution of the eligible activities in Section D.4.

Additional information about match requirements and costs that can be considered match are available at https://www.transportation.gov/grants/SS4A.

D. Program Description

1. Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; referred to as "IIJA") authorized and appropriated $1 billion to be awarded by the Department of Transportation for fiscal year (FY) 2025 for the Safe Streets and Roads for All (SS4A) grant program. This Notice of Funding Opportunity (NOFO) solicits applications for activities to be funded under the SS4A grant program.

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through the development of Action Plans and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, and commercial vehicle operators. The Comprehensive Safety Action Plan includes strategies to implement the Safe System Approach for safe road users, safe

vehicles, safe speed, safe roads, and post-crash care[8]. The program provides funding to develop tools to strengthen a community's approach to roadway safety and save lives and is designed to meet the needs of local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

2. Grant Options and Deliverables

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** for Action Plans, including supplemental safety planning, and/or safety demonstration activities; and **Implementation Grants**. Planning and Demonstration Grants are used to develop, complete, or supplement an Action Plan, as well as carry out demonstration activities that inform an Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan and may also bundle funding requests for supplemental planning and demonstration activities that inform the Action Plan.

i. Planning and Demonstration Grants

Planning and Demonstration Grants have three different types of eligible activities:

a) Develop an Action Plan;

b) Conduct supplemental safety planning to enhance an Action Plan; and

c) Carry out demonstration activities to inform the development of, or an update to, an Action Plan.

Any of the three different types of activities under Planning and Demonstration Grants can be included in one application, or an applicant may choose to request funding for only one of the

[8] https://www.ems.gov/issues/ems-highway-safety-and-post-crash-care/

activities. The development of, or updates to, an Action Plan must be the intended end result of each supplemental planning and demonstration activity. Further information on which activities can be bundled together are described in Section D.2.i.

a. Action Plan

An Action Plan is the foundation of the SS4A grant program and supports the implementation of projects and strategies that will help achieve local data-driven transportation safety goals. The goal of an Action Plan is to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, region, or on Tribal Lands. Grants for Action Plans provide Federal funds to eligible applicants to develop, complete, or enhance an Action Plan.

The primary deliverable is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities. For applications involving a multi-jurisdictional group, applicants may propose the development of a single Action Plan covering all jurisdictions, several plans for individual jurisdictions, or a system to administer sub-awards to entities within its jurisdiction.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, metropolitan planning organization [MPO] Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) a percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

Component	Description
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of crash locations and crash severity, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, analysis of the built environment, demographics, and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard to ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Policy and Process Changes	Assessment of current local policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new local policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	Identification of a comprehensive set of projects and strategies informed by data, the best available evidence and noteworthy practices, and stakeholder input that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated. Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures are expected to be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure and behavioral and/or operational safety.

Component	Description
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

b. Supplemental Planning Activities

Supplemental planning activities support or enhance an existing Action Plan. Examples of eligible supplemental planning activities are provided at https://www.transportation.gov/grants/ss4a/planning-and-demonstration-activities.

The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available.

Implementation Grant applicants may request supplemental planning funds to make necessary updates to Action Plans as a condition of award, for example:

- Broadening the road user focus to encompass all roadway users
- Updating plan components laid out in Table 1 and missing in an eligible plan

c. Demonstration Activities

Demonstration activities inform an Action Plan by testing proposed project and strategy approaches to determine their potential benefits and future scope; demonstration activities are temporary. Demonstration activities must measure potential benefits through data collection and evaluation and inform an Action Plan's list of selected projects and strategies and their future implementation.

Eligible demonstration activities may include but are not limited to feasibility studies; MUTCD (Manual on Uniform Traffic Control Devices) engineering studies; pilot programs for behavioral

or operational activities that include at least one element of the Safe System Approach; and pilot programs that demonstrate safety benefits of technologies not yet adopted in the community, including vehicle-to-infrastructure technology.[9] Eligible technologies must be commercially available and at a prototype or advanced technological readiness level.[10] Additional examples of eligible demonstration activities are provided at https://www.transportation.gov/grants/ss4a/planning-and-demonstration-activities.

Demonstration activities and pilot programs must inform Action Plans through small-scale tests with finite trial periods intended to gauge potential project and strategy effectiveness that will lead to project and strategy selection at a systemic level. DOT generally expects demonstration activities to be initiated within 18 months of executing a grant agreement (e.g., quick-builds on the roadway; pilot project established) and the benefits of the demonstration activity to be evaluated during the period of performance for the grant agreement.

The final deliverable is an assessment of the demonstration activities and an updated Action Plan that incorporates the information gathered from the demonstration activities into the Action Plan's list of projects or strategies and/or informs another part of the Action Plan.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund supplemental planning and demonstration activities as described in Section D.2.i, as well as planning, design, and

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9 Eligible vehicle-to-infrastructure demonstrations use interoperable vehicle-to-infrastructure (V2X) communications capabilities using 4G LTE cellular V2X (C-V2X) technology in the 5.905 – 5.925 GHz spectrum frequency band to enable safety applications for public fleet vehicles.

10 The corresponding level would be "Development," level 7 Prototype demonstrated in operational environment. See https://www.fhwa.dot.gov/publications/research/ear/17047/17047.pdf.

development activities for projects and strategies identified in an Action Plan (e.g., project-level National Environmental Policy Act (NEPA) compliance, associated environmental review activities, permits and approvals, construction design, etc.). DOT encourages Implementation Grant applicants to include supplemental planning and demonstration activities in their application.

3. SS4A Grant Priorities

This section discusses priorities specific to SS4A and NOFO requirements. Successful grant applications will:

- Promote safety to prevent fatal and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities,[11] which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies; and
- Demonstrate engagement with a variety of public and private stakeholders.[12]

In accordance with the Americans with Disabilities Act of 1990 (ADA), awards focused on infrastructure and demonstration activities must ensure that newly constructed facilities in the public right-of-way are accessible to, and usable by, individuals with disabilities to the extent that it is not structurally impracticable to do so. The ADA also requires that, when an existing

[11] IIJA Section 24112(d)(3)(E)
[12] IIJA Section 24112(d)(3)(B)

facility is altered, the altered facility be made accessible to and usable by individuals with disabilities to the maximum extent feasible (28 CFR 35.151[a] and 35.151[b]).

The Department intends to use the SS4A program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards, such as through the use of project labor agreements, registered apprenticeship programs, and other training and placement programs.

The Department intends to apply principles from the DOT Order, Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities when evaluating applications and making award selections.

4. Eligible Activities and Costs

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR Part 200, Subpart E (i.e., 2 CFR 200.403 and 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis.

i. Eligible Activities

Eligible activities for grant funding include the following three elements:

A. Developing or updating an Action Plan (i.e., the activities described in Section D.2.i);
B. Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
C. Carrying out projects and strategies identified in an Action Plan.

For Implementation Grants, activities *must* include element (C) "carrying out projects and strategies identified in an Action Plan," and *may* include element (B) "conducting planning, design, and development activities for projects and strategies identified in an Action Plan" and/or

element (A) such as supplemental planning or demonstration activities. Projects and strategies identified in element (C) must be either infrastructure, behavioral, operational, or post-crash care activities identified in the Action Plan and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Applicants may "bundle" different projects, strategies, supplemental planning, and/or demonstration activities into one Implementation Grant application, even if they address different safety problems or are located in different areas. Funding requests for (B) planning, design, and development activities for a project or strategy must be directly connected to the completion of the (C) projects and strategies funded through the Implementation Grant application. Examples of eligible Implementation Grant activities are listed on the SS4A website (https://www.transportation.gov/grants/ss4a/implementation-grants). The following activities are **not** eligible for element (C) "projects and strategies" nor demonstration activity funding:

- Projects and strategies whose primary purpose is not roadway safety.
- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. A new roadway facility exclusively for non-motorists (e.g., a shared use path) is an eligible activity if the primary purpose is safety related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.

- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

5. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations (e.g., corridors, intersections), and the projects and strategies they plan to implement based on their Action Plan or established plan. This should include specific intervention types, address common safety risk characteristics, and be located on the Action Plan's high-injury network to the extent practicable.

E. Federal Award Information

1. Total Funding Available

IIJA established the SS4A program with $5,000,000,000 in advanced appropriations in Division J, including $1,000,000,000 for FY 2025. DOT has retained not more than 2 percent or $20,000,000 for the administrative expenses.[13] Additionally, DOT has **$2,260,493** in FY 2024 carryover funds. Therefore, this Notice makes available up to **$982,260,493** for FY 2025 grants

[13] IIJA Section 24112 (f)(2)

under the SS4A program. Refer to Section G for greater detail on additional funding considerations and Table A. Basic Information for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2025 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement and may not be used as matching funds. If authorized by DOT in writing, Implementation Grant award recipients may incur pre-award costs for National Environmental Policy Act (NEPA) and design activities, and these expenses may count toward match or cost share. Applicants who expect to request pre-award authority must clearly articulate such a request in the application. DOT will determine whether such pre-award costs may be counted toward match or cost share on a case-by-case basis. All SS4A funds must be expended within five years after the grant agreement is executed.

3. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via signed grant agreements between the Department and recipients, as flexibly and expeditiously as possible, within 12 months of award announcement. In support of award recipients with less familiarity with administering a Federal grant, the Department established a SS4A Technical Assistance Center to assist award recipients with Federal requirements. Applicants who have never received Federal funding from DOT are also encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant

administration requirements. While States are not eligible applicants and cannot be a co-applicant (which includes State Departments of Transportation and similar State-level entities), eligible applicants are encouraged to seek guidance on project delivery and processes from States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Planning and Demonstration Grant agreements is between 12 months and five years, depending on the scope and extent of the grant activities. The period of performance for Planning and Demonstration Grant and Implementation Grant agreements may not exceed five years.

4. Data Collection Requirements

Under IIJA, the Department shall post on a publicly available website on best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program into the publicly available website on best practices and lessons learned.[14] The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, including DOT data collections already underway and program evaluations separate from the individual grant agreements in accordance with Section I.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and

[14] IIJA specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Eleventh Edition,* or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

best practices. The Department expects to use the data and outcome information collected before and after evaluations. See Section I for more information about post-award reporting requirements.

F. Submission Requirements and Deadlines

1. Address to Request Application Package

All grant application materials can be accessed at grants.gov under opportunity number DOT-SS4A-FY25-01. Potential applicants may also request paper copies of materials at:

Email: SS4A@dot.gov

Phone: 202-948-3466 (Telecommunication Relay Service: 7-1-1)

Mail: U.S. Department of Transportation
1200 New Jersey Avenue SE
W84-237
Washington, DC 20590

2. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to:

a. be registered in SAM (https://sam.gov/content/home) before submitting its application;

b. provide an active unique entity identifier in its application; and

c. continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

3. Submission Instructions

Applicants must submit their applications electronically via Valid Eval at:

- https://usg.valideval.com/teams/usdot_ss4a_2025_implementation/signup for Implementation Grant applicants
- https://usg.valideval.com/teams/usdot_ss4a_2025_planning_demo/signup for Planning and Demonstration Grant applicants

For technical assistance with Valid Eval, applicants should contact Valid Eval at support@valideval.com.

The Planning and Demonstration Grant, and the Implementation Grant, respectively, have different application submission and supporting document requirements.

i. Implementation Grant Pre-Application Submissions

A potential Implementation Grant applicant may submit a pre-application that consists of a Self-Certification Eligibility Worksheet and links or attachments to any referenced plan(s) to determine whether the applicant has an existing plan or plans that are substantially similar to an Action Plan, which is required to apply for an Implementation Grant. A pre-application eligibility review request must submit all needed materials, including relevant documentation, to receive an eligibility determination by DOT. Pre-application submissions must be received on or

before May 9, 2025, by emailing SS4A@dot.gov with the subject "Implementation Grant Eligibility Review: *Applicant Name, State.*" DOT expects to provide an affirmative response or provide details as to why the plan(s) do not meet eligibility requirements, to the applicant within three weeks of receipt. Each applicant may request only one pre-application submission review. DOT will not perform pre-application reviews of full application materials nor provide feedback on the quality of the overall application.

Planning and Demonstration Grant applicants are not eligible for pre-application submission reviews.

ii. Planning and Demonstration Grant Application Submissions

The application must include Standard Forms (SF), Key Information Questions, Project Narrative, Map, and Planning and Demonstration Grant Supplemental Estimated Budget. More detailed information about each application material, as well as additional documentation that may be required or included, is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

a. Standard Forms

All applicants must submit the following Standard Forms:

- Application for Federal Assistance (SF-424),
- Budget Information for Non-Construction Programs (SF-424A),
- Assurances for Non-Construction Programs (SF-424B), and
- Disclosure of Lobbying Activities (SF-LLL).

If the SS4A Federal funding amounts requested differ between forms and/or other application materials, the amount in the SF-424 will be used to determine funding. Funding requests must be

in whole numbers (no cents). For the SF-424A form, Section D and Section E are optional as described in the SF-424A instructions.

b. Key Information Questions

The following questions are asked in the SS4A application on Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2025_planning_demo/signup.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section F.2 for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Total Applicant Jurisdiction Population	Source: 2020 U.S. Census data.
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2018-2022 data.
Total Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the *total count of fatalities* based on FARS data from 2018-2022, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data.
Inclusion of Underserved Communities Census Tract(s)	Whether the jurisdiction(s) covered by this application are, or include, underserved communities.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Project Goal	A short description of the safety problem(s) to be solved and how this project will address it.
Application Type (select all that apply)	• Develop a new Action Plan;

Title	Instructions
	• Update/add to an existing local safety plan to meet the requirements of an SS4A Action Plan as described in Table 1 of the NOFO; • Develop or update an Action Plan and conduct Demonstration or other Supplemental Planning activities; or • Conduct Demonstration or other Supplemental Planning activities only.
Description of Supplemental Planning and Demonstration Activities (if relevant)	See Section D.2.i.
Total SS4A Funding Request	Must be a whole number (no cents).
Total SS4A Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Project Cost	Sum of Total Federal Funding Request and Total Local share/Match.
Total Other Federal Funds Used	Must be a whole number (no cents). Other Federal funds may include funds directly received from a Federal agency or funds received through a pass-through agency (e.g., State governmental agency) that originated as Federal funds.
Coordination	Proof of coordination (e.g., letter, email) from entities in your jurisdiction which have previously received SS4A funding to develop a new Action Plan and/or have submitted an FY25 application requesting funds to develop a new Action Plan. Proof of coordination should come from ALL relevant entities affirming they are aware of your application and the need for coordination to avoid duplication of efforts. Required for those requesting funding to develop a new Action Plan only.

c. Narrative

In narrative form, the applicant must respond to the Planning and Demonstration Grant Additional Safety Context selection criteria described in Section G.1.i to affirm its alignment with SS4A safety considerations and address the criteria.

Applicants requesting less than $100,000 in funding must explain how the scope of activities will be completed with the funding amount proposed.

Applicants requesting funding for demonstration activities to inform an Action Plan must provide a brief schedule showing when the activities will occur (e.g., hardware installed, when the pilot would begin), and the start/end dates of the work. If anticipated to be a schedule constraint, applicants should include in the narrative any potential timeline implications of meeting administration requirements in Section F such as domestic preference and any required waivers, the National Environmental Policy Act (NEPA) requirements, as well as any applicable permitting and approval timeframes.

Narrative Requirements:

- The narrative should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers.
- The narrative should be no longer than 2 pages if requesting less than $1,000,000 in Federal funds. If requesting $1,000,000 or more in Federal funds, the narrative must be no longer than 3 pages.

d. Self-Certification Eligibility Worksheet

If only applying for supplemental planning and/or demonstration activities that will inform the update of an existing Action Plan, applicants must either demonstrate their existing plan is eligible by attaching a completed Self-Certification Eligibility Worksheet, or be in the process of developing or updating an SS4A funded Action Plan from a previous grant round, as described in Section C.3.iii.

If applying to develop a new Action Plan, applicants do not need to include the Self-Certification Eligibility Worksheet even if supplemental planning and/or demonstration activities are included.

e. Map

The applicant must submit a map in PDF and spatial format (e.g., Shapefile, .KML) that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. Applicants requesting funding for demonstration activities should include the locations of any proposed demonstration pilots if known.

f. Planning and Demonstration Grant Supplemental Estimated Budget

Applicants are required to show how different funding sources will contribute to each activity and present the data in whole dollars in a table similar to Table 3 below. A template is available at https://www.transportation.gov/grants/ss4a/planning-and-demo-grant-budget-template. The Planning and Demonstration Grant Supplemental Estimated Budget should summarize the amount of funding going toward each of the three eligible activities for a Planning and Demonstration Grant as applicable (developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan). Funding sources should be grouped into four categories: SS4A funding request, SS4A non-Federal match, total SS4A project cost, and other Federal funds (if applicable), with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. This table should be completed in a manner consistent with the

SF-424 and SF-424A in terms of total project cost, SS4A Federal share, and SS4A cost sharing/match.

Table 3: Planning and Demonstration Grant Supplemental Estimated Budget

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Itemized Estimated Costs to Develop or Update an Action Plan (if applicable)				
New or Updated Action Plan	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for New or Updated Action Plan	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of Supplemental Planning Activities (if applicable)				
Supplemental Planning Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning Activity #3	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00

Subtotal Budget for Supplemental Planning	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of Demonstration Activities (if applicable)				
Demonstration/Pilot Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Demonstration/Pilot Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for Demonstration Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budget for Planning and Demonstration Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**

iii. Implementation Grant Application Submissions

The application must include all of the application materials as described below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

a. Standard Forms

All applicants must submit the following Standard Forms:

- Application for Federal Assistance (SF-424),
- Budget Information for Construction Programs (SF-424C),
- Assurances for Construction Programs (SF-424D), and

- Disclosure of Lobbying Activities (SF-LLL).

If the SS4A Federal funding amounts requested differ between forms and/or other application materials, the amount in the SF-424 will be used to determine funding. Funding requests must be in whole numbers (no cents).

b. Key Information Questions

The following questions are asked in the SS4A application on Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2025_implementation/signup.

Table 4: Example Implementation Grant Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section F.2 for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Total Applicant Jurisdiction Population	Source: 2020 U.S. Census data.
Total Count Motor Vehicle-Involved Roadway Fatalities in the Applicant Jurisdiction that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2018-2022 data.
Total Average Annual Fatality Rate (per 100,000 population) for the Applicant Jurisdiction	The fatality rate calculated using the 5-year annual average from the *total count of fatalities* based on FARS data from 2018-2022, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census population data.
Inclusion of Underserved Communities in Jurisdiction(s)	Whether the jurisdiction(s) covered by this application are or include underserved communities.
Inclusion of Underserved Communities in Project Area(s)	Whether the project area(s) covered by this application are or include underserved communities.

Title	Instructions
Project Area Fatalities 2018-2022	Count of fatalities in the project area(s). May use source other than FARS.
Project Area Serious Injuries 2018-2022 OR Project Area Injuries Severity Unknown 2018-2022	Count of serious injuries in the project area(s). Applicants without reliable serious injury data may use suspected serious injury figures. Please cite source.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Applicant roadway safety responsibility (may select multiple)	• Ownership and/or maintenance responsibilities over a roadway network; • Safety responsibilities that affect roadways; • Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction
Roadway users that this project will significantly benefit	Select from options in the application
Does your project include Demonstration and/or Supplemental Planning Activities?	See Section D.2.i
Would you consider accepting funding for only demonstration activities and/or supplemental planning?	Yes, no, n/a.
Total SS4A Federal Funds Requested	Must be a whole number (no cents).
Total SS4A Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Project cost	Sum of Total SS4A Federal Funding Request and Total SS4A Non-Federal Share/Match.
Total Other Federal Funds Used (if applicable)	Must be a whole number (no cents). Other federal funds may include funds directly received from a federal agency or funds received through a pass-through agency (e.g., State governmental agency) that originated as federal funds.

Title	Instructions
SS4A Funding Request for Supplemental Planning and/or Demonstration Activities (A)	Must be consistent with Implementation Grant Supplemental Budget
SS4A Funding Request for Planning, Design, and Development Activities for Projects/Strategies (B)	Must be consistent with Implementation Grant Supplemental Budget
SS4A Funding Request for Carrying Out Projects and Strategies (C)	Must be consistent with Implementation Grant Supplemental Budget
Existing Comprehensive Safety Action Plan (or equivalent)	Link to or attachment

c. Narrative

In narrative form, the applicant must respond to the Implementation Grant selection criteria described in Section G.1.ii to affirm its alignment with SS4A safety considerations and address the criteria.

I. Narrative Requirements:

- The narrative should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers.
- The narrative may not exceed 12 pages in length, excluding cover pages and the table of contents.
- Implementation Grant applications that include supplemental planning and demonstration activities may submit up to 2 additional pages – 14 pages total – if they are focused solely on responding to the Supplemental Planning and Demonstration Activities selection criterion (see Section E.1.i).
- The following application elements do not count toward the page limit:

- Self-Certification Eligibility Worksheet
- Budget
- Appendices, which may include documents supporting assertions or conclusions made in the narrative.

- If possible, website links to supporting documentation should be provided rather than copies of these supporting materials.
- If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document.
- Letters of support will only be considered if they are submitted with the application as one consolidated set in one supporting attachment.

II. Recommended Outline

Applicants are not required to follow a specific narrative format, but the structure should clearly identify the narrative associated with each selection criterion. The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information.

Overview	See F.3.iii.c.II.1
Location	See F.3.iii.c.II.2
Response to Selection Criteria	See F.3.iii.c.II.3 and Section G.1.ii
Project Readiness	See F.3.iii.c.II.4

1. Overview

This section should provide an introduction and describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

2. Location

This section of the application should describe the jurisdiction's location, the jurisdiction's high-injury network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

3. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section G.1.ii of this Notice and include a compelling narrative to highlight how the application aligns with criteria #1 Safety Need; #2 Safety Impact; #3 Engagement and Collaboration; and #4 Supplemental Planning and Demonstration Activities (only if applying for supplemental planning and/or demonstration activities).

The applicant must respond to each of the three criteria #1-3 and respond to criterion #4 if applying for supplemental planning and/or demonstration activities.

4. Project Readiness

The applicant must provide information to demonstrate the applicant's ability to complete the full scope of work in the application proposal within five years of when the grant agreement is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a

detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include State and local planning approvals; start and completion of the National Environmental Policy Act (NEPA) process and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; utility relocation; approval of plans, specifications, and estimates; procurement; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts and possible mitigation for those impacts. When a project will result in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition. For additional guidance and resources, visit https://www.transportation.gov/grants/SS4A.

d. Self-Certification Eligibility Worksheet

Attach a completed Self-Certification Eligibility Worksheet demonstrating that the jurisdiction has an Action Plan that meets the requirements described in Table 1: Action Plan Components.

e. Map

The applicant must submit a map in PDF and spatial format (e.g., Shapefile, .KML) that shows the location of the jurisdiction and highlights the roadway network under the applicant's jurisdiction. The map should show the jurisdiction's high-injury network and potential locations and corridors of the projects and strategies.

f. Implementation Grant Supplemental Estimated Budget

This section of the application should describe the budget for the SS4A proposal. Applicants are required to submit an Implementation Grant Supplemental Estimated Budget that provides an

overview of estimated activity costs, as organized by all major cost elements. The budget shall provide itemized estimates of the costs by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem and provide a breakdown of the major individual components that contribute to each of the line items. This information should include capital costs for infrastructure safety improvements and/or costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplemental planning and demonstration activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Implementation Grant Supplemental Estimated Budgets should show how different funding sources will contribute to each activity and present the data in whole dollars. A template for the supplemental budget is available at https://www.transportation.gov/grants/ss4a/implementation-grant-budget-template. Funding sources should be grouped into four categories: SS4A funding request, SS4A non-Federal match, total SS4A project cost, and other Federal funds (if applicable), with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 5 below. This table should be completed in a manner consistent with the SF-424 and SF-424C in terms of total project cost, SS4A Federal share, and SS4A cost sharing/match.

Table 5: Implementation Grant Supplemental Estimated Budget

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Itemized Estimated Costs of the (A) Supplemental Action Plan Activities (if applicable)				
Supplemental Planning or Demonstration Activity #1	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Supplemental Planning or Demonstration Activity #2	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Component	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (A) Supplemental Action Plan Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (B) Planning, Design, and Development Activities				
Planning, Design, and Development - Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Planning, Design, and Development - Location or Project #2	$0.00	$0.00	$0.00	$0.00

Activities	SS4A Federal Funding Request	SS4A Non-Federal Match	Total SS4A Project Cost	Other Federal Funds (if applicable)
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2				
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (B) Conducting Planning, Design, and Development Activities	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Itemized Estimated Costs of the (C) Proposed Projects and Strategies				
Implementation - Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #1				
Individual Component for Location or Project #1	$0.00	$0.00	$0.00	$0.00
Implementation - Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Individual Component for Location or Project #2				
Individual Component for Location or Project #2	$0.00	$0.00	$0.00	$0.00
Subtotal Budget for (C) Carrying Out Projects and Strategies	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budget for Activities (A), (B), and (C)	**$0.00**	**$0.00**	**$0.00**	**$0.00**

4. Submission Dates and Times

This NOFO has a single application deadline for both Planning and Demonstration and Implementation Grant applicants. All applications must be submitted by 5:00 PM EDT on Thursday, June 26, 2025. Applications cannot be submitted to Valid Eval after the deadline. Late applications will not be considered unless there is a technical issue directly caused by the online proposal submission system (Valid Eval), and the applicant contacts Valid Eval at support@valideval.com describing the technical issue no later than 1:00 PM ET on Thursday, June 26, 2025.

Pre-application submissions to review an applicant's Self-Certification Eligibility Worksheet must be received via email on or before May 9, 2025.

5. Intergovernmental Review

This program is not subject to intergovernmental review and applicants should select "c" on Box 19 of the SF-424 form.

G. Application Review Information

1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all complete applications from eligible applicants. Planning and Demonstration Grants, and Implementation Grants, respectively, each have their own set of application review and selection criteria.

i. Planning and Demonstration Grant Selection Criteria

For Planning and Demonstration Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Underserved Communities. The Department will also assess the narrative for #3 Additional Safety Context. The adequacy and reasonableness of costs will also be considered.

a. Selection Criterion #1: Safety Impact

The proposed activities will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2018-2022 data based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.[15]
- The fatality rate, which is calculated using a 5-year annual average from the total count of fatalities (based on FARS data or an alternative traffic crash dataset from 2018-2022) divided by the population of the applicant's jurisdiction based on 2020 population data from the U.S. Census. The rate should be normalized per 100,000 persons.

b. Selection Criterion #2: Underserved Communities

The activities will ensure investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the underserved communities criterion using one quantitative rating:

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[15] https://cdan.dot.gov/query

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.[16] Population of a Census tract, either a tract that is an Underserved Community or not, must be based on 2020 U.S. Census data.

c. Selection Criterion #3: Additional Safety Context

The applicant must address these considerations in narrative form. The Department will assess whether the applicant has described: the scope of work to be performed; the roadway safety issues that necessitate further Action Plan development, supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities to inform the development of an Action Plan will also be assessed on whether they have clearly and specifically described the demonstration activities and whether they have described their approach to measuring the potential safety benefits of the demonstration activities through data collection and evaluation.

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[16] List of Areas of Persistent Poverty and Historically Disadvantaged Communities | US Department of Transportation

d. Additional Consideration: Budget Costs

The Department will assess the extent to which the budget and costs to perform the proposed activities are reasonable, necessary, and allocable based on 2 CFR § 200.404 and 405, and the extent to which the application delineates the breakdown of Federal funds requested between developing an Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan. The Department will also review whether costs are reasonable and adequate if the amount requested is under $100,000.

e. Award Consideration: High Fatality Rates

To prioritize areas with the highest fatality rates, the Department may prioritize SS4A Planning and Demonstration Grant applications with a quantitative fatality rate of 17.5 fatalities per 100,000 persons or greater.

f. Award Consideration: No Prior SS4A Funding

The Department may prioritize SS4A Planning and Demonstration Grant applicants that have not previously received SS4A funding.

ii. Implementation Grant Selection Criteria

Implementation Grants have four merit criteria: #1 Safety Need; #2 Safety Impact; #3 Engagement and Collaboration; and #4 Supplemental Planning and Demonstration Activities. DOT will only evaluate selection criterion #4 Supplemental Planning and Demonstration Activities for Implementation Grant applicants requesting funds to conduct supplemental planning and/or carry out demonstration activities. Two additional factors will be used in the selection process: Project Readiness and Award Considerations. The response to each criterion,

to the extent practicable, should be aligned with the applicant's Action Plan. Each criterion is described in detail below.

a. Selection Criterion #1: Safety Need

The Department will assess whether the applicant has demonstrated the safety need in the community based on the extent to which:

- The safety problem to be addressed is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
- Crashes and/or crash risk are displayed in a high-injury network or similar geospatial risk visualization.
- Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, near miss data, and/or other proactive safety analyses.

b. Selection Criterion #2: Safety Impact

DOT will assess whether the proposal is likely to:

- Significantly reduce or eliminate roadway fatalities and serious injuries;
- Employ low-cost, high-impact strategies over a wide geographic area; and
- Include evidence-based projects and strategies.

The Safety Impact criterion includes an evaluation of the costs associated with the proposed projects and strategies. Safety impact is the most important criterion and will be weighed heavily in the review and selection process.

DOT will assess the extent to which the applicant demonstrates how the proposed projects and strategies:

- Align with and comprehensively address the identified safety problems.
- Are primarily on a high-injury network or address high-risk roadway features correlated with severe crash types.
- Significantly reduce or eliminate roadway fatalities and serious injuries involving various road users.
- Use low-cost, high-impact strategies and projects over a wide geographical area.
- Use evidence-based, Proven Safety Countermeasures or other effective safety countermeasures to significantly improve existing roadways.22F17
- Use evidence-based countermeasures supported in NHTSA's Countermeasures that Work.[18]
- Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
- Will have safety benefits that persist over time.[19]
- Reflect established local policies, guidelines, and standards that improve safety decision making.

[17] https://safety.fhwa.dot.gov/provencountermeasures/
[18] Countermeasures That Work | NHTSA
[19] https://highways.dot.gov/safety/data-analysis-tools

- Incorporate an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance, or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users.
- Consider the impacts of land use and the built environment to promote safe transportation design.
- Include at least three of the five Safe System Approach elements (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care) to address the identified safety problem.
- Incorporate technologies that promote safety.
- Are coordinated with, or support, State-identified safety priorities in the State Strategic Highway Safety Plan and its Vulnerable Road User Safety Assessment.

Implementation Costs:[20] DOT will assess the extent to which the projects and strategies:

- Make effective use of Federal funds to address the location(s) of past traffic fatalities and serious injuries per $1 million in funds requested, with data clearly tied to the location and relevant crash type(s). DOT will weight and combine injury and fatality data to assess this figure in relation to the requested implementation costs.
- Are itemized and summarized in a logical manner, including capital costs for infrastructure, behavioral, and operational safety improvements.

[20] "Implementation costs" are the costs of Planning, Design, and Development Activities for Projects/Strategies (B) and Carrying Out Projects and Strategies (C) from the Budget Table and Key Information Table.

c. Selection Criterion #3: Engagement and Collaboration

This criterion supports the legislative requirements to assess the extent to which the application ensures investment in the safety needs of underserved communities and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on engagement and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure investment in preventing roadway fatalities and serious injuries in underserved communities including rural communities.
- Include demographic analysis, both quantitative and qualitative, and stakeholder engagement as part of the development and implementation process.
- Included or will include meaningful engagement with the public during all phases of the project such as planning, design, construction, and implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while avoiding negative consequences for the community.

d. Selection Criterion #4: Supplemental Planning and Demonstration Activities

Implementation Grant applicants should only respond to this selection criterion if supplemental planning and/or demonstration activities are included in the application. DOT will assess whether the applicant has clearly and specifically described the demonstration activities and whether the applicant has described the scope of supplemental planning or demonstration work to be performed; the roadway safety issues that necessitate further Action Plan development, including supplemental planning, and /or demonstration activities, as applicable; and how the

funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographical area;
- Engage with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety; and
- Be evidence-based or build evidence around what works.

Applicants proposing demonstration activities will also be assessed on whether they describe their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation.

e. Additional Consideration: Project Readiness

DOT will review and consider Project Readiness in application selection. Project Readiness focuses on the extent to which the applicant will be able to complete the full scope of work in the Implementation Grant application within five years of when the grant agreement is executed. This includes information related to required design and construction standards, as well as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation

Improvement Program (STIP) and Transportation Improvement Program (TIP) status (if applicable), public involvement, right-of-way acquisition plans, procurement schedules, multi-party agreements, utility relocation plans, and risk and mitigation strategies, as appropriate.

- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

f. Award Considerations

The Department may consider the following when selecting SS4A Implementation Grant awards:

- Whether the applicant received SS4A funds in a previous grant round to develop or update an Action Plan.
- The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in Census tracts designated as underserved communities as defined by this NOFO.[21]
- Whether the applicant is in a rural area.
- Whether the applicant would enhance the geographic diversity of Implementation Grant award recipients.
- The Department intends to apply principles from the DOT Order, Ensuring Reliance Upon Sound Economic Analysis in DOT's Policies, Programs and Activities when evaluating applications and making award selections.

[21] See the definition of an underserved community, which includes Census tracts identified as Areas of Persistent Poverty.

- Whether the applicant included infrastructure reducing lane capacity for vehicles or reducing access for emergency vehicles, delivery vehicles, and vehicles serving the disabled. These applications would be viewed less favorably by the Department.
- Federal funding requests for project and strategy activities totaling $10 million or less (supplemental planning and demonstration activities do not count toward this total).
- Whether the applicant has a finalized Action Plan that includes all components in Table 1 by June 26, 2025.
- Whether the applicant has a Killed and Serious Injuries per $1 million in Federal funding rate that is high compared to other Highly Rated applications.

2. Review and Selection Process

This section addresses the IIJA requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. DOT may utilize reviewers from within DOT and operating administrations along with other Federal agencies. The SS4A grant program review and selection process consists of eligibility reviews, selection criteria review, Senior Review and a final selection by the Secretary.

i. Eligibility Review

Teams of Department and contractor support staff will review all applications to determine eligibility based on the eligibility information in Section C. This process includes confirmation that the applicant is an eligible entity and has an active UEI. Applications will also be reviewed for completeness.

Applicants may only submit one application. If multiple applications are received from the same political subdivision of a state and/or applicant, the last application submitted will be reviewed. If DOT cannot confirm eligibility based on the above considerations, the applicant will be contacted and given an opportunity to provide clarifications and/or updated materials. Eligible applications will be reviewed for merit based on the selection criteria in Section G.1.

ii. Planning and Demonstration Grant Review and Selection Process

a. Overall Selection Process and Ratings

The process for the application review is described below:

- An eligible Planning and Demonstration Grant application will be reviewed for its merit based on the Additional Safety Context selection criteria in Section G.2.ii.b.
- Applications are rated numerically based on Merit Criteria #1 Safety Impact and #2 Underserved Communities.
- The #3 Additional Safety Context criterion narrative will be reviewed and assessed, and then receive a rating of "High," "Medium," "Low," or "Non-Responsive." Applications that do not address the #3 Additional Safety Context are deemed "not qualified" and will not be considered for award.
- The review teams will note which of the three Planning and Demonstration Grant activities—develop a new Action Plan, conduct supplemental planning to update an existing plan, and/or carry out demonstration activities to inform the development or update of an Action Plan, are requested in an application.
- The review teams will examine the locations of the applicants to identify if an applicant is requesting funds to develop an Action Plan in a geographic area that previously received SS4A funds to develop an Action Plan, as well as any potential overlap in

geographic boundaries in funding requests for FY 2025. DOT will assess the extent to which the application to develop an Action Plan is duplicative of existing or proposed activities and reserves the right to advise applicants with duplicative funding requests to consolidate their efforts as one multijurisdictional group prior to receiving an award. DOT may decline to fund duplicative applications irrespective of their individual merits.

b. Additional Safety Context Criterion Rating Methodology

For the #3 Additional Safety Context, the Department will assess the narrative's alignment with the selection criterion, and will determine a rating of "High," "Medium," "Low," or "Non-Responsive."

	High	Medium	Low	Non-Responsive
Rating Scale	The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan. **For demonstration activities only**: The narrative clearly and specifically describes the demonstration activities and clearly describes how the activities will be measured and evaluated.	The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan. **For demonstration activities only**: The narrative generally describes the demonstration activities and describes how the activities will be measured and evaluated.	The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan. **For demonstration activities only**: The narrative provides minimal detail about the demonstration activities provides minimal detail on how the activities will be measured and evaluated.	The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan. **For demonstration activities only**: The narrative does not describe the demonstration activities and provides no information on how the activities will be measured and evaluated.

iii. Implementation Grant Review and Selection Process

a. Overall Selection Process and Ratings

All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Need; #2 Safety Impact; #3 Engagement and Collaboration. Based on the criteria ratings, the Department will assign an overall application rating of "Highly Recommended," "Recommended," "Acceptable," or "Not Recommended" based on evaluation team consensus discussion. The selection criteria are weighted according to importance.

Implementation Grant applications that include supplemental planning or demonstration activities will also be reviewed for criterion #4 Supplemental Planning and Demonstration Activities, but it will not affect the overall Implementation Grant rating. Instead, DOT will use the information to determine whether the supplemental planning and/or demonstration activities should be funded as part of the overall project. DOT is more likely to fund, as part of an overall implementation project, supplemental planning and demonstration activities that rate well on criterion #4. Alternatively, DOT may award an Implementation Grant, but exclude proposed supplemental planning or demonstration activities from the scope of the award if those activities were not rated well under criterion #4.

b. Safety Need Criterion Rating Methodology

For the #1 Safety Need criterion, the Department will assess the description of the safety problem and determine a rating of "High," "Medium," "Low," or "Non-Responsive." The sub-ratings will use the guidelines below:

	High	Medium	Low	Non-responsive
Safety Need	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis. The narrative links the specific safety problem to relevant historical data at intervention locations and describes whether the locations are on a high-injury network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description and is generally supported by data and analysis. The narrative links the specific safety problem to relevant historical data and refers to the high-injury network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited. The narrative provides an overall connection between the safety problem and the jurisdiction's historical data.	The narrative and supporting information do not address a safety problem.

c. Safety Impact

For the #2 Safety Impact criterion, the Department will consider whether the application narrative is clear, direct, and responsive to the selection criterion focus areas, logical, and includes specific details and examples, which will result in a rating of "High," "Medium," "Low," or "Non-Responsive." The Department will also consider whether the implementation costs are clearly described and appropriate for the proposed projects and strategies.

	High	Medium	Low	Non-responsive
Safety Impact	The projects and strategies comprehensively address the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, are mostly on a high-injury network, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, are at least partially on a high-injury network, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.
Implementation Costs	The costs for the implementation of the projects and strategies are clearly articulated, well-summarized, and reasonable. The projects and strategies address locations that have many historical fatalities and serious injuries, and the supporting data are clearly relevant to the crash location and type. The projects and strategies are expected to prevent a significant number of fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are summarized and appear to be reasonable. The projects and strategies address locations that have some historical fatalities and serious injuries, and the supporting data are clearly tied to the location. The projects and strategies are expected to prevent some fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details, and it is uncertain whether the costs are reasonable. The projects and strategies address locations that have very few to no historical fatalities and serious injuries, and the supporting data is general in nature. The projects and strategies may have minimal impact.	Cost information and/or fatality and serious injury information are not provided.

d. Other Criteria Rating Methodology

For the merit criteria #3 Engagement and Collaboration, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, logical, and includes specific details and examples, which will result in a rating of "High, "Medium," "Low," or "Non-Responsive."

	High	Medium	Low	Non-Responsive
Other Criteria	The application is substantively responsive to the criteria, with clear, direct, and logical narrative. Compelling, specific details directly connected to the project, as well as quantified or illustrative examples, are provided.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative. Some details and examples are provided.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative. General information is provided.	The narrative indicates the proposal is counter to the criteria or does not contain sufficient information.

e. Project Readiness

All implementation grant applications will also receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant's Project Readiness and will provide a rating of either "Likely" or "Unlikely."

	Likely	Unlikely
Project Readiness	Based on the information provided in the application and the proposed scope of the projects and strategies, it is likely the applicant can complete all projects and strategies within a 5-year time horizon. Application provides information on NEPA status, utility relocation, right-of-way acquisition, and other project implementation requirements.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a 5-year time horizon. Application is missing information on NEPA status, and whether utility relocation and/or right-of-way acquisition is required.

f. Supplemental Planning and Demonstration Activities

Implementation Grant applications that include supplemental planning and/or demonstration activities will be assessed on the extent to which the narrative aligns with the selection criterion #4 Supplemental Planning and Demonstration Activities and will be evaluated to determine a rating of "High," "Medium," "Low," or "Non-Responsive."

	High	Medium	Low	Non-Responsive
Rating Scale	The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan. **For demonstration activities only**: The narrative clearly and specifically describes the demonstration activities and clearly describes how the activities will be measured and evaluated.	The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan. **For demonstration activities only**: The narrative generally describes the demonstration activities and describes how the activities will be measured and evaluated.	The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan. **For demonstration activities only**: The narrative provides minimal detail about the demonstration activities provides minimal detail on how the activities will be measured and evaluated.	The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan. **For demonstration activities only**: The narrative does not describe the demonstration activities and provides no information on how the activities will be measured and evaluated.

iv. Senior Review Team Phase

To ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Among well-rated applicants, the Senior Review Team (SRT) may

prioritize Planning and Demonstration Grant applicants and jurisdictions that have not received prior SS4A funding, as described in Section G.1.i.f; the SRT may also prioritize Implementation Grant applicants and jurisdictions that did not receive an SS4A Implementation Grant in previous funding rounds over applicants that received an Implementation Grant award in previous funding rounds.

a. Planning and Demonstration Grant Senior Review Team Phase

Once every Planning and Demonstration Grant application has been reviewed based on the methodology above, all applications with a "High" and "Medium" Additional Safety Context rating will be included in a list of Applications for Consideration by the SRT. If the total funding request for Planning and Demonstration Grants exceeds the funding available, the SRT will consider quantitative selection criteria ratings for "Safety Impact" and "Underserved Communities" as well as applicants that meet the criteria for Award Considerations.

The SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards; the Secretary makes final selections.

b. Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all "Highly Recommended" applications will be included in a list of Applications for Consideration. The SRT will review all "Highly Recommended" applications that received an "Unlikely" project readiness rating, and either remove those applicants from the Applications for Consideration or recommend a reduced scope to remove components that reduced the project's readiness, so that if awarded the applicant would be likely to complete the

scope of work within 5 years of the grant agreement execution. The Secretary will consider the applications with a reduced scope due to the "Unlikely" project readiness rating in the same way as applications with a "Likely" rating.

Additionally, to ensure the funding awards align to the extent practicable with the program goals, the SRT may review "Recommended" applications for substantial safety benefits. SRT identified "Recommended" applications with substantial safety benefits that would otherwise be added to the Applications for Consideration will also receive a SRT project readiness review similar to all "Highly Recommended" applications.

For applications that would not otherwise be included on the list of Applications for Consideration, the SRT may include applications with supplemental planning and demonstration activity funding that received a "High" or "Medium" rating for selection criterion #4 Supplemental Planning and Demonstration Activities. The SRT may recommend to the Secretary that the Department fund a reduced scope of only the supplemental planning and demonstration activities for these applications.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards; the Secretary makes final selections. If an Implementation Grant application includes supplemental planning and demonstration activities, DOT may award just those activities as a standalone Planning and Demonstration Grant based on the rating received in selection criterion #4 Supplemental Planning and Demonstration Activities. The Secretary's final selections identify the applications that best address program requirements and are most worthy of funding.

c. Risk Review

Prior to making a Federal award, USDOT is required to review eligibility information for applicants and financial integrity information for applicants available in OMB-designated databases per the Payment Integrity Information Act of 2019 (Pub. L. 116-117), the "Do Not Pay Initiative" (31 U.S.C. 3354), and 41 U.S.C. 2313.

USDOT is required to review the responsibility and qualification records available in the non-public segment of the System for Award Management (*SAM.gov*) prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. 134, over the period of performance. An applicant can review and comment on any information in the responsibility/qualification records available in *SAM.gov*.

When assessing risk, USDOT will consider:

- ***Financial stability.*** The applicant's record of effectively managing financial risks, assets, and resources;
- ***Management systems and standards.*** Quality of management systems and ability to meet the management standards prescribed in this part;
- ***History of performance.*** The applicant's record of managing previous and current Federal awards, including compliance with reporting requirements and conformance to the terms and conditions of Federal awards, if applicable;
- ***Audit reports and findings.*** Reports and findings from audits performed under subpart F or the reports and findings of any other available audits, if applicable; and
- ***Ability to effectively implement requirements.*** The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients of Federal awards.

Before making decisions in the risk review required by § 200.206, DOT will consider any comments by the applicant, along with information available in the responsibility/qualification records in SAM.gov.

H. Federal Award Notices

Following the evaluation outlined in Section G, the Secretary will announce awarded applications by posting a list of selected recipients at https://www.transportation.gov/grants/SS4A. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement unless the applicant notifies DOT of a changed contact via SS4A@dot.gov.

I. Post-Award Requirements and Administration

1. Administrative and National Policy Requirements

v. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating

Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

a. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321.Obligation of Federal funds for final design, right-of-way acquisition, utility relocation, and/or construction will not occur until NEPA approval is received. In these cases, the grant agreement will require a partial obligation of Federal funding until NEPA approval is obtained and a grant agreement amendment to obligate additional funding after NEPA approval is received and documented.

b. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects and demonstration activities are subject to the Build America, Buy America Act (Pub. L. No 117–58, div. G §§ 70901–70927) as clarified in OMB Memorandum M-22-11.[22] The Department expects all recipients to comply with this requirement. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act.

c. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with a free and fair choice to join a

[22] Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf

union in project construction and in on-going operations and maintenance, and incorporate strong labor standards, such as through the use of project labor agreements, registered apprenticeship programs, and other joint labor-management training programs.

d. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber threats, and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds.

e. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR Part 200 as adopted by the Department at 2 CFR Part 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with Federal requirements, and DOT will take a risk-based approach

to SS4A program grant administration to ensure compliance with all applicable laws and regulations.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to provide assistance to help award recipients through the process of securing a grant agreement and delivering both Planning and Demonstration Grant activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on a reimbursement basis, and at the Department's discretion alternative funding arrangements may be established on a case-by-case basis.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department

determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

f. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities for award recipients include quarterly program performance reports using the Performance Progress Report (PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).[23]

Budget and recipient performance information will be gathered on a quarterly basis in a Performance Progress Report (PPR). To fulfill the data collection requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.[24, 25] Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. Applicants are expected to account for data and performance reporting in their budget submission.

a. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

All award recipients shall submit a final report not later than 120 days after the end of the period of performance. A link to submit this report electronically will be provided by the operating

[23] https://www.grants.gov/forms/post-award-reporting-forms.html
[24] https://doi.org/10.21949/1520559
[25] United States. Department of Transportation. (2022) *DOT Public Access* [Home page].

administration (FHWA, FTA, or NHTSA) administering your grant. The content of the final report includes:

- The costs of each eligible project and strategy carried out using the grant;
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities must also provide:

- Safety performance data, including fatalities, serious injuries, and crashes by road user category, and other outcomes and benefits in the project location(s);
- Information about project location(s).

Award recipients that develop, complete, or enhance an Action Plan must provide information to support that the Action Plan satisfies each of the required Action Plan components listed in Table 1: Action Plan Components.

Award recipients carrying out demonstration activities must also:

- Measure potential benefits through data collection and evaluative activities, and
- Report to the Department how the demonstration activities informed an Action Plan's list of projects and strategies and future implementation.

a. General Reporting Requirement (Federal Share Over $500,000)

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system about civil, criminal, or administrative proceedings

described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No.110–417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111–212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable, funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

b. Proceedings About Which You Must Report

You must submit the required information about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- Is one of the following—
    - A criminal proceeding that resulted in a conviction;
    - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
    - An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
    - Any other criminal, civil, or administrative proceeding if—
        - It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
        - It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

        - The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

- ***Reporting Procedures.*** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.
- ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- ***Definitions.*** For purposes of this award term—
    - Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

c. Program Evaluation

The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, including DOT data collections already underway and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation

to meaningfully document and measure progress toward meeting safety priority goals. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

J. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and a few relevant data fields from the application. This includes unsuccessful applicants. The Department may share application information within the Department or with other Federal agencies if the Department determines the applicant could benefit from Federal technical assistance programs, or that sharing is relevant to the respective program's objectives.

a. Department Feedback on Applications

The Department strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 30 days after the

selected funding recipients are publicly announced on https://www.transportation.gov/grants/SS4A.

b. Grant Application Resources

The Department will provide resources to help interested applicants understand the different DOT discretionary grant programs through webinars, frequently asked questions, templates, and other materials provided on the SS4A program website https://www.transportation.gov/grants/SS4A. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.

RESOLUTION OF THE FORSYTH COUNTY BOARD OF COMMISSIONERS REGARDING APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM AND THE REQUIRED LOCAL FUNDING MATCH

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions, and regulations; and

WHEREAS, Forsyth County ("County"), as part of its Local Road Safety Plan (the "LRS Plan"), is committed to improving roadway safety through the Forsyth County Street Safety Improvement Project ("Project"); and

WHEREAS, the U.S. Department of Transportation has provided its notice of funding opportunity for the 2025 Safe Streets and Roads for All grant program (the "SS4A Grant"). SS4A Grant funds will be awarded to eligible applicants to support planning, activities, projects, and strategies to prevent death and serious injury on roads and streets; and

WHEREAS, an application for SS4A Grant funds requires the applicant's commitment to provide a local funding match of twenty percent (20%) of total project costs; and

WHEREAS, County has allocated $1,213,600.00 of its Special Purpose Local Option Sales Tax series IV ("SPLOST IV") funds toward street improvements outlined in the LRS Plan in furtherance of the Project; and

WHEREAS, the SPLOST IV funds are sufficient to meet the local funding match requirement of the SS4A Grant; and

WHEREAS, the governing authority of the County desires to authorize the County to apply for the SS4A Grant with a commitment to provide a local funding match of twenty percent (20%) of total project costs, and authorize the completion and execution of the application.

NOW, THEREFORE, BE IT RESOLVED THAT, the Forsyth County Board of Commissioners does hereby authorize the County to apply for the SS4A Grant in the amount of up to $4,854,400.00 with a commitment to provide the local funding match of up to $1,213,600.00, or twenty percent (20%) of total project costs of $6,068,000.00; and

BE IT FURTHER RESOLVED THAT, the County Grant Manager is hereby authorized to prepare, execute, and deliver on behalf of the County the application for the SS4A Grant; and

BE IT FINALLY RESOLVED THAT, this Resolution shall be effective immediately.

SO RESOLVED AND ADOPTED THIS 5th day of June, 2025, by the Forsyth County Board of Commissioners.

FORSYTH COUNTY BOARD OF COMMISSIONERS

_____
Alfred John, Chairman

_____
Kerry Hill, Vice Chairman

_____
Mendy Moore, Secretary

_____
Todd Levent, Member

_____
Laura Semanson, Member

Attest:

_____
Kiersten Law, County Clerk

[COUNTY SEAL]

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Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Parks & Recreation	**Submitted by:**	Kirk Franz, Parks and Rec Director
Date Submitted:	05/07/2025	**Presenter:**	Kirk Franz
Meeting Date:	5/20/2025	**Department Head:**	Kirk Franz

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration of the first amendment to the agreement between Forsyth County and Triple Crown Sports, Inc. to add the Forsyth County Chamber as an additional party and to expand the scope to include other Triple Crown Sports events - Director, Department of Parks and Recreation

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:

Comments:

Procurement Department Review/Comments:

Reviewed by:

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: YES

Reviewed by: Joshua Jones

Comments: Amendment drafted by Legal

Comments by Legal:

Workflow Selected: **Assistant County Manager Tony Tarnacki Approval**

Approval List:

Kirk Franz, Parks & Recreation	Created/Initiated - 5/7/2025
Kirk Franz, Parks & Recreation	Approved - 5/13/2025
ANTHONY TARNACKI, Administration	Approved - 5/14/2025
David McKee, Administration	New -

AGREEMENT BETWEEN FORSYTH COUNTY AND TRIPLE CROWN SPORTS, INC.

(FIRST AMENDMENT)

This **FIRST AMENDMENT** ("First Amendment") to that certain Agreement between Forsyth County and Triple Crown Sports, Inc. (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), **TRIPLE CROWN SPORTS, INC.**, a Colorado corporation ("TCS"), and the **FORSYTH COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia nonprofit corporation ("Chamber"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the County and TCS entered into the Agreement on or about April 17, 2023, with an initial term ending on April 17, 2028; and

WHEREAS, the Agreement establishes terms and conditions related to the use of County facilities (i.e., Athletic Fields) as the site for two (2) specific athletic competitions (i.e., TC/USA Girls Fastpitch Nationals and TC Girls Southeast Nationals); and

WHEREAS, the Parties desire to amend the Agreement to add the Chamber as a party to the Agreement and to further modify the terms and conditions under the Agreement to expand the scope to include other TCS events; and

WHEREAS, the Parties otherwise agree that all other terms and conditions under the Agreement shall remain the same.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. **Recitals/Defined Terms**. The above-stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this First Amendment shall have the same meaning as defined in the Agreement.

2. **Additional Party**. The Forsyth County Chamber of Commerce, Inc., a Georgia nonprofit corporation ("Chamber"), is a party to the Agreement and is subject to all terms and conditions under the Agreement.

3. **Statement of Intent**. The purpose of the Agreement is to establish terms and conditions related to the use of County Fields for TCS events, including scheduling, maintenance, and funding.

4. **Term of Agreement**. The initial term of the Agreement shall expire on April 17, 2028. Following the expiration of the initial term, the Agreement shall automatically renew for successive one (1) year terms unless earlier terminated by the Parties. As required by O.C.G.A. § 36-60-13, the Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 of each calendar year of the term, and further, that the Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to TCS and the Chamber at least five (5) days prior to the end of the then current calendar year. To the extent this may apply to the Agreement, title to any supplies, materials, equipment, or other personal property shall remain in TCS until fully paid for by the County. Further, the County and TCS shall have the right to terminate this Agreement for convenience by providing written notice thereof at least thirty (30) days in advance of the termination date so long as the termination date is more than one hundred eighty (180) days before the date of any scheduled TCS event within the County.

5. **Limitations of Field Use**. During a TCS event, the County, in its sole discretion, reserves the right to restrict the use of each individual County Field if the playing conditions, weather, or other unforeseen acts jeopardize player safety and/or the preservation of the County Fields.

6. **Triple Crown Sports Obligations**. TCS shall prepare and implement an inclement weather policy that specifically encompasses heat related issues. The policy shall establish clear guidelines for when to adjust scheduled games, prioritize player and visitor safety, and ensure proper communication and training, including providing players with access to cooling measures and rest breaks.

7. **Chamber Obligations**. The Chamber recognizes that youth sports tournaments bring economic benefits to the local Cumming-Forsyth community, including increased tourism, spending, and job creation, while also fostering community spirit and positive youth development. As such, the Chamber agrees to provide financial and promotional support to the County and TCS.

    A. For the 2026 TCS event ("TC Nationals"), the Chamber agrees to contribute $10,000.00 to the County.

    B. For the TCS event ("Southeast Nationals"), the Chamber agrees to contribute funds to the County as further set forth below:

        i. 2025 - $10,000.00
        ii. 2026 - $10,000.00
        iii. 2027 - $10,000.00

C. For the TCS event ("Zoom into June East") the Chamber agrees to contribute funds to the County as further set forth below:

i. 2026 - $4,000.00
ii. 2027 - $6,000.00
iii. 2028 - $8,000.00

The County shall invoice the Chamber within fifteen (15) days following the conclusion of each TSC event. Within thirty (30) days of receiving the County's invoice, the Chamber shall issue payment to the County's Parks and Recreation Department at P.O. Box 2417, Cumming, Georgia 30028. The Chamber's financial contributions shall be used to offset fees owed by TCS to the County for use of the County Fields. The Parties agree to meet in 2028 to evaluate the Chamber's continued financial support for 2029 and subsequent years.

The Chamber further agrees to assist the County and TCS in promoting TCS events to drive economic benefits to the County. Specifically, the Chamber shall provide TCS with tourism and promotion materials to be included in TCS event materials and/or website links.

8. **2028 Meeting of the Parties**. In the first (1st) quarter of 2028, the Parties shall meet to discuss the terms and conditions of the Agreement and determine whether updates or adjustments are necessary. The meeting agenda shall include review and discussion of County Field allocations, fee structure and financial contributions.

9. **Exhibit "A" – Event Details**. This First Amendment amends Exhibit "A" to the Agreement as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

10. **Construction; Effect of this First Amendment**. This First Amendment shall be deemed a part of and shall take precedence over and supersede any provisions to the contrary contained in the Agreement, as previously amended. Notwithstanding, except as expressly modified by this First Amendment, all provisions of the Agreement, as previously amended, that are not in conflict with the terms herein shall remain in full force and effect.

11. **Counterparts; Facsimile Signatures**. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which, together, shall constitute one instrument. For the purposes of this First Amendment, an executed facsimile or email counterpart copy of this First Amendment shall be deemed an original for all purposes and binding upon the Parties hereto.

12. **Ratification**. The remaining terms and provisions of the Agreement are ratified and confirmed by the Parties and are incorporated into this First Amendment by reference as if set forth fully herein. This First Amendment, together with the Agreement, as previously amended, constitutes the entire understanding of the Parties with regard to

the subject matter hereof and, as so amended, supersedes all prior or contemporaneous discussions, representations, promises, inducements, and understandings with respect to the subject matter hereof.

13. **Authority**. Each Party hereby represents and warrants that (a) it has authority to enter into this First Amendment; and (b) the terms, covenants, and obligations contained herein are binding upon and enforceable against itself.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed in their respective names and caused their respective seals to be affixed effective as of the date first stated above.

COUNTY:

FORSYTH COUNTY, GEORGIA

By: _____
Alfred John, Chairman

Attest: _____
Kiersten Vanhorn, County Clerk

[COUNTY SEAL]

TCS:

TRIPLE CROWN SPORTS, INC.

By: _____
Keri King, CEO

Attest: _____
_____, ~~Corporate Secretary~~
NOTARY PUBLIC

[CORPORATE SEAL]

ADAM KLINE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20194045931
MY COMMISSION EXPIRES DEC 9, 2027

[SIGNATURES CONTINUE ON NEXT PAGE]

CHAMBER:

FORSYTH COUNTY CHAMBER OF COMMERCE, INC.,

By: _____
Alex Warner, President & CEO

Attest: _____
Scott Jordan, Corporate Secretary

[CORPORATE SEAL]



EXHIBIT "A" - Event Details

EVENTS

TC/USA Nationals
2026 – July (specific dates are TBD) (TCS has the option to reserve the County Fields in July 2027, provided that TCS notify the County of its intent to use the County Fields no later than January 20, 2026).

TC Fast Pitch Southeast Nationals
2025 – 2027 (specific dates are TBD)

TC Fast Pitch Zoom into June East
2026 – 2030 (specific dates are TBD)

VENUES

All facilities described below are available for use from 7:00 AM to 10:00 PM. Games are not permitted to start before 8:00 AM. Notwithstanding, game times may be adjusted due to inclement weather with approval from the County. The County retains the right to use any County parks and facilities, including fields, not included or otherwise impacted by a scheduled TCS event.

1. Four ball fields at Fowler Park at 4110 Carolene Way, Cumming, GA
2. Eight ball fields at Sharon Springs at 1950 Sharon Road, Cumming, GA
3. Six ball fields at Midway Park at 5100 Post Road, Cumming, GA *one field without bleachers
4. Six ball fields at Sawnee Mountain Park at 3995 Watson Road, Cumming, GA
5. Seven ball fields at Central Park at 2300 Keith Bridge Road, Cumming, GA
6. Four ball fields at Coal Mountain Park at 3560 Settingdown Road, Cumming, GA
7. Five ball fields at Lanierland Park at 6115 Jot-Em-Down Road, Cumming, GA

For the TC Fast Pitch Zoom into June East event, the allocation for the number of County Fields required for years 2026 – 2028 is set forth below:

- 2026 – (7-9 Fields)
- 2027 – (12-15 Fields)
- 2028 – (16-18 Fields)

If TCS requires additional fields for TC Fast Pitch Zoom into June East event, TCS shall submit a request in writing to the County no later than thirty (30) days before the scheduled event.

FEES

TC/USA Nationals (2026)
$250.00 per field/per day (all-inclusive for field use, maintenance, utilities, and facility amenities)

TC Fast Pitch Southeast Nationals (2025 – 2027)
$250.00 per field/per day (all-inclusive for field use, maintenance, utilities, and facility amenities)

TC Fast Pitch Zoom into June East (2026 – 2028)
$300.00 per field/per day (all-inclusive for field use, maintenance, utilities, and facility amenities)

The County shall invoice TCS within fifteen (15) days following the conclusion of each TCS event. Within thirty (30) days of receiving the County's invoice, TCS shall issue payment to the County's Parks and Recreation Department at P.O. Box 2417, Cumming, Georgia 30028.

FUTURE PLANS

2029 – 2030

- 2029: Four-day event (up to 6 parks / 34 fields)
  - The fee will be determined by the County and be based upon the calendar year fee in effect.
- 2030: Four-day event (up to 7 parks / 42 fields)
  - The fee will be determined by the County and be based upon the calendar year fee in effect.

Additional events days will be charged per field/per day as determined by the County.

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Parks & Recreation	**Submitted by:**	Chelsea Clark, Grant Administrator
Date Submitted:	05/09/2025	**Presenter:**	Kirk Franz
Meeting Date:	5/20/2025	**Department Head:**	Kirk Franz

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date?** **5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and authorization to apply for the United States Tennis Association (USTA) Southern Tennis Program Grant in the amount of $1,500.00 with no match required to fund the Therapeutic Recreation Tennis Program. Staff requests that this item be considered on a "*Time Sensitive*" basis – Director, Department of Parks and Recreation

Recommended Action: **Authorize**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: YES
Reviewed by: Internal
Comments:
Comments by Legal: Incorporated into item

Workflow Selected: **CM Approval w/ Finance Review**

Approval List:

Chelsea Clark, Finance	Created/Initiated - 5/9/2025
Kirk Franz, Parks & Recreation	Approved - 5/13/2025
Laura Calfee, Finance	Approved - 5/13/2025
David McKee, Administration	New -

GRANT SYNOPSIS FORM

Grant Administrator

STATUS: In progress

BOC MEETING DATE: May 20, 2025

COUNTY DEPARTMENT APPLYING FOR GRANT: Parks and Recreation

DEPARTMENT PROJECT TO FUND: Therapeutic Recreation Tennis Program

STAFF CONCURRENCES: Kirk Franz, Director, Parks and Recreation

FUNDING AGENCY GRANT RFP DETAILS

GRANT PROGRAM NAME: United States Tennis Association (USTA) Southern Tennis Program Grant

FUNDING SOURCE (GRANTOR) / TYPE: United States Tennis Association

FUNDING OPPORTUNITY DESCRIPTION: USTA Southern is committed to promoting and developing the growth of tennis and increasing diverse participation of its players. Program grants may be used to start instructional programs and/or leagues for players of all ages, abilities, and populations. Our goal is to help programs become self-sufficient. Grants are not meant to support one-day programs or special events, but to support multi-session programs that provide on-going play opportunities.

FUNDING AWARD AMOUNT: $1,500.00

FUNDING HISTORY: Funded in 2024 in the amount of $750 for the same program.

MATCHING REQUIREMENTS: None

GRANT TIMELINE: Grant Application Due May 31, 2025

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Parks & Recreation	**Submitted by:**	Edith Compean, Procurement Agent III
Date Submitted:	05/12/2025	**Presenter:**	Rusty Pruitt
Meeting Date:	5/20/2025	**Department Head:**	Kirk Franz

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval to award Quote 25-61-5211 to Perry Weather, Inc. in the amount of $18,000.00 for a Weather Notification System for the Department of Parks and Recreation with approval of the associated Addendum #1 to Perry Weather Terms & Conditions - Deputy Director, Department of Parks and Recreation

Recommended Action: **Authorize**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Professional Services	$18,000.00	$18,568.00	10052220-521200

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments: PO to be issued

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: yes
Reviewed by: Jeff Strickland
Comments:
Comments by Legal:

Workflow Selected: **ACM TT Approval w/ Procurement and Finance Review**

Approval List:

Edith Compean, Procurement	Created/Initiated - 5/12/2025
Kirk Franz, Parks & Recreation	Approved - 5/12/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
ANTHONY TARNACKI, Administration	Approved - 5/12/2025
David McKee, Administration	New -

PERRY WEATHER TERMS & CONDITIONS
QUOTE # 20250116-153317604

ADDENDUM NO. 1

This Addendum made and entered into as of the _____ day of _____, 2025 (the "Effective Date") supplements the terms and conditions contained in the PERRY WEATHER QUOTE # 20250116-153317604 and PERRY WEATHER TERMS & CONDITIONS (collectively the "Agreement") between **PERRY WEATHER, INC.,** a Delaware corporation, ("Perry Weather") and **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("County"), to add the following provisions thereto:

1. **Conflicting Provisions**.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum.

2. **The Services**

Perry Weather shall endeavor to begin the services as contemplated herein (the "Services") as soon as practical upon the execution of the Agreement and notice to proceed from the applicable County department, and except due to unreasonable delay caused by the County, Perry Weather shall achieve full implementation of the Services including installation of Purchased Hardware, Software, and "Go-Live" within six (6) weeks of the Effective Date.

3. **Term and Payment**

The term of the Agreement ("Term") shall commence as of the Effective Date, and shall expire on December 31, 2028, unless sooner terminated (provided that certain obligations, if specified, will survive termination/expiration of the Agreement). if the Term extends beyond the current fiscal year of execution (FY2025), the Parties agree that the Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent County's provision of written notice of non-renewal to Perry Weather at least sixty (60) days prior to the end of the then current calendar year. Further, the Agreement shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under the Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Perry Weather until fully paid for by the County.

County agrees to compensate Perry Weather for the initial annual Services performed by Perry Weather the sum of **Eighteen Thousand Dollars ($18,000)**. Thereafter the County agrees to pay Perry Weather for annual recurring Services the sum of **Twelve Thousand Dollars ($12,000)**. Annual invoices shall remain fixed and shall not be subject to increases or market rate adjustments unless mutually agreed upon in writing by both parties provided however, that no increase or market rate adjustments shall be applied before the fourth annual anniversary. Commencing with the fourth annual anniversary, and subject to mutually agreement in writing by both parties, fees for Services may be subject to annual increases, which shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for All Urban Consumers, All Items (CPI-U) as published by the U.S. Bureau of Labor Statistics at the time of adjustment.

The County shall be invoiced annually, with the first invoice issued on the Effective Date. Beginning in the second year, annual recurring services shall be invoiced on each anniversary of the Effective Date. Compensation and payments shall be subject to County's receipt of all supporting documents which may be requested by County to process the invoice. In the event Perry Weather employs or contracts with any subcontractor(s) to perform Services for the County, Perry Weather shall bear sole responsibility for the compensation and payments to such subcontractor(s) and the County shall have no obligation, financial or otherwise, for any subcontractor(s) engaged by Perry Weather in connection with the performance of Services.

Upon payment of the initial invoice title to the Purchased Hardware associated with the Services shall transfer to the County and such Purchased Hardware shall thereafter become the sole and exclusive property of the County. This transfer of title to the Purchased Hardware shall survive the termination or expiration of the Agreement.

JS ~~The County may terminate for convenience the Services by providing at least sixty (60) days' written notice to Perry Weather.~~ If a request to terminate Services results in an effective termination date prior to the end of the Term or any extension thereof, Services shall be prorated on a monthly basis, and such prorated amount shall represent the Services payable through the effective date of termination (inclusive of the 60-day notice).

4. Governing Law.

The Agreement shall be governed by the laws of the State of Georgia to the extent that such laws apply to the County as a political subdivision of the State of Georgia and as a party to the Agreement. If any action at law or in equity is brought to enforce or interpret the provisions of the Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control ("Governing Law"). Any action or suit related to the Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Perry Weather submits to the jurisdiction and venue of such court ("Venue Location").

5. Nondiscrimination.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Perry Weather agrees that, during performance of this Agreement, Perry Weather, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed,

national origin, gender, age or disability. In addition, Perry Weather agrees to comply with all applicable implementing regulations and shall include this provision in every subcontract for services contemplated under the Agreement.

6. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.

Pursuant to O.C.G.A. § 13-10-91, County shall not enter into a contract for the physical performance of services unless contractor shall provide evidence on the forms attached hereto as **Exhibits "A" and "B"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

Perry Weather hereby verifies that it has, prior to executing this Addendum, executed a notarized affidavit, the form of which is provided in **Exhibit "A"**, and submitted such affidavit to the County. Further, Perry Weather hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Perry Weather employs or contracts with any subcontractor(s) to perform Services for County, and where the subcontractor(s) is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Perry Weather agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "B"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. If Perry Weather does not employ or contract with any subcontractor(s) to perform Services for County, the provisions of this section related to subcontractors shall not apply.

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

7. Installation/Equipment.

In the event the County provides a lift or bucket truck for the purpose of hardware installation or repairs under the Agreement, such equipment shall be operated exclusively by authorized County personnel. Perry Weather personnel shall only be permitted to access or occupy the lift or bucket to the extent reasonably necessary to perform the installation or repair Services. Use of the lift or bucket by Perry Weather personnel shall be subject to the County's safety protocols and conducted under County supervision. Perry Weather personnel shall include but not be limited to employees, subcontractors, and independent contractors.

Perry Weather shall ensure that its personnel accessing the lift or bucket are adequately trained and comply with all applicable safety regulations. Perry Weather shall be responsible for any damage to the County's equipment or property caused by its personnel due to negligence or willful misconduct.

To the fullest extent permitted by law, Perry Weather agrees to indemnify, defend, and hold harmless the County and its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the use of the County-provided lift or bucket truck by Perry Weather or its personnel, except to the extent caused by the negligence or willful misconduct of the County.

8. Insurance.

In addition to any other insurance coverages and limits which may be required by the County, Perry Weather shall maintain, at its own expense, the following minimum insurance policies covering its operations and personnel engaged in activities involving the County's equipment with coverage and limits no less than:

Workers' Compensation in accordance with statutory law;
Employer's Liability $1,000,000 per occurrence;
Commercial General Liability $1,000,000 occurrence/$2,000,000 aggregate; and,

The County shall be named as an additional insured and loss payee on all policies required by this Addendum, except the County need not be named as an additional insured and loss payee on any workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of Perry Weather under this Addendum. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Services performed for the County.

Further, each insurance policy required by this Addendum shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law. All insurance documents should be sent directly from the insurance company to the Forsyth County Board of Commissioner ATTN: Risk Management, 110 E. Main Street, Suite 230, Cumming, GA 30040.

Perry Weather shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Addendum. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Provider's insurer in its normal course of business. Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater. Underrated captives or insurers must be submitted to County Risk Management for review and consideration.

9. Miscellaneous

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

B. Sovereign Immunity; Indemnification. Nothing contained in the Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring the County to indemnify Perry Weather is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the County is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

C. Taxes. The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. Upon request, County shall provide evidence of its tax-exempt status.

D. Notices. All notices required under the Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICES TO THE COUNTY:
Forsyth County Department Parks & Recreation
Attn: Rusty Pruitt
Administration Building
4110 Carolene Way
Cumming, Georgia 30040

AND

Forsyth County Procurement Department
Attn: Edith Compean
514 West Maple Street, Suite 104
Cumming, Georgia 30040

NOTICES TO PERRY WEATHER:
Perry Weather, Inc.
Attn: Oliver Minton
3102 Oak Lawn Avenue, #202
Dallas, Texas 75219

E. Assignment of Agreement.

Perry Weather covenants and agrees not to assign or transfer any interest in, or delegate any duties of the Agreement, without the prior express written consent of the County, which consent will not be unnecessarily withheld or delayed.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the County and Perry Weather have executed the Agreement, including this Addendum which is effective as of the Effective Date first written above.

PERRY WEATHER, INC.:

By: _____
Name: James Skidmore
Title: COO

[CORPORATE SEAL]

Attest:

By: Hannah Swain
Name: Hannah Swain
Title: Sr. Manager, People

HANNAH SWAIN
Notary ID #133622846
My Commission Expires
March 3, 2026

FORSYTH COUNTY, GEORGIA

By: _____
Alfred John
Chairman, Board of Commissioners

[COUNTY SEAL]

Attest:

By: _____
Kiersten Law
County Clerk

EXHIBIT A

Contractor Affidavit and Agreement

STATE OF GEORGIA
COUNTY OF FORSYTH

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of **Forsyth County, Georgia**, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor agrees that the employee-number category designated below is applicable to the Contractor:

☐ 500 or more employees ☐ 100 or more employees ☑ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1566357
Federal Work Authorization User Identification Number

07/15/2020
Date of Authorization

Perry Weather, Inc.
Name of Contractor

Weather Notification System
Name of Project

Forsyth County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on 03/03, 2025 in Dallas (city), Tx (state).

Signature of Authorized Officer or Agent

Oliver Minton
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 3rd DAY OF March, 2025.

Hannah Swain
Notary Public

HANNAH SWAIN
Notary ID #133622846
My Commission Expires
March 3, 2026

[NOTARY SEAL]

My Commission Expires: March 3, 2026

EXHIBIT B

SUBCONTACTOR AFFIDAVIT

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

☐ 500 or more employees ☐ 100 or more employees ☐ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

Parks & Recreation Complete Weather Safety System
Name of Project

FORSYTH COUNTY, GEORGIA
Name of Public Employer

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

Executed on _____, 20__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THE ____ DAY OF _____, 20__.

_____
Notary Public
My Commission Expires: _____
[NOTARY SEAL]

perry weather

ORDER FORM

CUSTOMER	
Customer Name	Forsyth County
Customer Address	110 E. Main Street Cumming, GA 30040
Exempt from Sales Tax?	*If your entity is exempt from sales tax, please email an exemption certificate to billing@perryweather.com to remove sales tax from your invoices.*
Perry Weather Rep	Oliver Minton

PRIMARY CONTACT	
Full Name	
Title	
Email	
Phone	

EMAIL INVOICES TO	
Accounts Payable Email	
Other Email(s)	

ORDER INFORMATION	
Quote #	20250116-153317604
Itemized Pricing	See attached quote
Initial Term: Start Date	04/01/2025
Initial Term: End Date	03/31/2028
Billing Frequency	Annual
Billing Method	Email
Additional Notes	**PW Terms are modified as follows: Annual price increases as set forth in paragraph 27 during this Order Form term shall not apply.**

This Order Form is governed by the terms of Perry Weather Terms & Conditions ("PW Terms") available at https://perryweather.com/legal-terms. The PW Terms are hereby incorporated into this document by reference. Prices listed for products and services on the Quote and/or ordered hereunder may not include any applicable taxes. Subscriptions purchased under this Order Form may be billed in advance according to the Billing Frequency listed above and will renew according to the PW Terms. **By signing below, you represent and warrant that you have the full authority to enter into this Order and the PW Terms on behalf of Customer**.

Customer:

By: _____

Name: _____

Title: _____

Perry Weather:

By: Signed by: James Skidmore 5DB54D2B57C8408...

Name: James Skidmore

Title: Chief Operating Officer

REV-20230306

Docusign Envelope ID: 1FEA5754-5BEE-493C-ADA5-AAB442CF686D

perry weather

Forsyth County - Complete Weather Safety System (3 OWX Bundle)

Forsyth County, GA
110 East Main Street
Cumming, GA 30040

Reference: 20250116-153317604
Quote created: January 16, 2025
Quote expires: July 31, 2025

Products & Services

Name	Qty	Unit price	Total
Software + Outdoor Warning System & Weather Station (OWX) Subscription Bundle SOFTWARE: - 10 Users w/ mobile app + computer dashboard - Custom alerts for heat, lightning, rain, wind, etc. - 24/7 Meteorologist support (call, text, and email) - Widget for website, TV, QR Code, etc. - Mass Notify Staff feature - Monitor each facility separately - GPS Specific alerts as you travel OUTDOOR WARNING SYSTEM: - Automated and Manually triggered - Custom text-to-speech PA - Full Control of Active Siren Days/Times - Flashing Strobe Light - Cellular Connection WEATHER STATION: - On-Site Wet Bulb Globe Temp - Wind Speed/Direction/Chill - Precipitation, Evapotranspiration - Exportable Historic Data Reports - HD Sky Camera	3	$4,000.00 / year	$12,000.00 / year for 3 years
Shipping, per Unit	3	$400.00	$1,200.00
Full Service Installation, Per Unit	3	$1,600.00	$4,800.00

Docusign Envelope ID: 1FEA5754-5BEE-493C-ADA5-AAB442CF686D

Subtotals

Annual subtotal	$12,000.00
One-time subtotal	$6,000.00

Total
$18,000.00

Important Notes: Customer is responsible for providing a lift or bucket truck if needed for hardware installation (if applicable). Quote does not include any applicable taxes. Tax exemption certificates may be emailed to billing@perryweather.com.

Questions? Contact me

Oliver Minton, Senior Account Executive
oliver@perryweather.com, +12514245661

Perry Weather Terms & Conditions

(as printed from https://perryweather.com/legal-terms/ on 05-06-2025)

1. **DEFINITIONS.** The following terms, when used in this Agreement, shall have the meanings set forth below unless otherwise specified.
    1. "Agreement" means these terms and conditions (the "PW Terms"), together with any applicable Ordering Documents, and any amendments, addenda, or supplemental documents expressly incorporated by reference. The Agreement governs the provision and use of Products and Services provided by Perry Weather to Customer.
    2. "Customer" means the individual(s) or entity entering into this Agreement with Perry Weather, as identified in the applicable Ordering Documents, and includes their successors or assigns to the extent permitted by the terms of this Agreement.
    3. "Ordering Documents" or "Ordering Document" means any written or electronic document provided by Perry Weather that specifies the details of the Products and Services to be delivered to the Customer. This includes, but is not limited to, Quotes and Order Forms as defined below, along with any amendments, addenda, or supplements thereto.
        1. "Quote" means a document that outlines the specific Products and Services being offered, along with associated fees.
        2. "Order Form" means a document that includes additional details such as start and end dates, billing period, and other administrative or logistical terms.
    4. "Perry Weather" means Perry Weather, Inc., a corporation organized under the laws of the State of Delaware, and its subsidiaries, affiliates, successors, and assigns.
    5. "Products and Services" means all products, services, solutions, and deliverables provided by Perry Weather, including but not limited to Software, Hardware (whether Subscription or Purchased), Meteorological Consulting, weather-related data, advisory services, training, and any other items or services offered by Perry Weather to Customer.

1. “Software” means applications or technology other than Hardware provided by Perry Weather, including web-based and mobile applications, alerting services, firmware, or other software.
2. “Hardware” means physical products provided by Perry Weather, such as outdoor warning systems, weather stations, or other equipment. Hardware is further categorized into Subscription Hardware and Purchased Hardware as defined below. If an Ordering Document does not explicitly specify whether the Hardware is Subscription or Purchased, and the amount shown is on a recurring basis (for example, “per year”), the Hardware will be deemed Subscription Hardware.
    1. “Subscription Hardware” means Hardware that will be owned by Perry Weather, the use of which is provided to Customer on a subscription basis.
    2. “Purchased Hardware” means Hardware that is sold to Customer and will be owned by Customer.
3. “Meteorological Consulting” means weather forecasts, advisory services, or related consulting provided by Perry Weather to the Customer.

2. **AGREEMENT.**
    1. **SCOPE OF AGREEMENT**. Customer desires to contract with Perry Weather to provide Products and Services to support weather monitoring and operations. Perry Weather will provide the Customer with Products and Services as specified in the applicable Ordering Documents. The Customer agrees to use the provided Products and Services solely in accordance with the terms outlined in this Agreement and any accompanying documentation. Customer acknowledges that Perry Weather Products and Services are a tool to be used to support Customer’s use case and not meant to be a standalone solution to prevent detrimental outcomes associated with weather related events or other situations.
    2. **CONFLICTS AND PRIORITY**. In the event of any conflict between the documents comprising this Agreement, the applicable Order Form shall take precedence inclusive of any addenda, attachments, or additional terms noted on such Order Form, followed by the Quote, and then these PW Terms. Any additional terms or conditions such as purchase order terms or other

terms provided by the Customer shall be subordinate to this Agreement, and this Agreement shall govern in the event of any conflict. To the extent a conflict exists, the provisions of the higher-priority document shall control, and the provisions of any lower-priority document shall be deemed subordinate and of no force or effect with respect to the conflicting subject matter.

3. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding between Perry Weather and the Customer regarding its subject matter, superseding all prior or contemporaneous communications, agreements, or representations, whether written or oral.

3. **PAYMENT.**

    1. **FEES AND PAYMENT SCHEDULE.** Customer will pay all fees specified in the Ordering Documents and agrees to the payment terms listed in each Ordering Document, as supplemented by these PW Terms. Unless otherwise set forth in an Ordering Document or invoice, payments for invoices are due upon receipt, regardless of whether any associated Hardware has been delivered or installed. Subscription fees are due and payable at the beginning of each subscription period, not in arrears. Payments made by credit card will be subject to an additional processing fee. Check payments should be made to: Perry Weather, 3102 Oak Lawn Ave, Ste 202, Dallas, Texas 75219.

    2. **INVOICING FOR PRORATED PERIODS.** If an Ordering Document contains a Prorated Period as defined in Section 4, then the Prorated Period will be invoiced at the start of such Prorated Period, and another invoice will be due on the Standard Billing Cycle Start Date for the Standard Billing Period (e.g. annual).

    3. **LATE PAYMENTS.** Late payment fees will be charged as follows: one percent (1%) per month will be charged for any payment that is more than 30 days late.

    4. **TAXES.** Prices do not include any applicable sales, use, excise, or other taxes, duties, or government assessments. Customer is responsible for all such taxes arising from this Agreement, except for taxes based on Perry Weather's income or gross receipts. Any taxes that Perry Weather is required to collect and remit will be separately stated on Customer's invoice and must be paid in accordance with the payment terms of this Agreement.

5. **MARKET RATE ADJUSTMENTS.** To ensure the continued quality and sustainability of Products and Services provided under this Agreement, Perry Weather reserves the right to adjust rates annually. Such adjustments may reflect changes in operating costs due to inflation and other economic factors. During the term of the Agreement, rates are subject to increase annually, limited in non-renewal years to the greater of: the Consumer Price Index for all Urban Consumers (CPI), or five percent (5%).

4. **TERM AND TERMINATION.**

    1. **INITIAL TERM.** The initial term of each Ordering Document shall begin on the Order Start Date specified in the applicable Ordering Document and shall continue until the Order End Date specified therein (the "Initial Term"). If the Order Start Date is not specified in the Ordering Document, the Initial Term shall commence on the date of execution of such Ordering Document, or in the absence of such date, the date of execution of this Agreement.

    2. **RENEWAL TERMS.** Unless otherwise specified in an Ordering Document, each Ordering Document shall automatically renew for successive terms equal in length to the Initial Term and exclusive of any Prorated Period (each, a "Renewal Term"), unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.

    3. **SPECIAL SITUATIONS.** The following terms may apply under certain special circumstances described below:

        1. **PRORATED PERIOD.** In some cases, a customer may wish to begin services immediately but align annual invoicing to their fiscal year. Therefore, if an Ordering Document specifies a Standard Billing Cycle Start Date, the "Prorated Period" is the initial partial term from the Order Start Date to the Standard Billing Cycle Start Date. The remainder of the Initial Term continues from the Standard Billing Cycle Start Date until the Order End Date.

        2. **COTERMINOUS RENEWAL.** In some cases, a customer may order additional Products and Services for a term of less than one year to align with an existing renewal cycle. For example, if a customer's renewal cycle starts January 1, and they purchase additional services on August 15, they may specify an Order End Date of December 31 with the intent to align it with the existing cycle. Therefore, the Renewal Term of such an Ordering Document shall align with that of a

prior Ordering Document, as indicated by the Order End Date and Standard Billing Cycle Start Date of the most recent Ordering Document.

3. **MULTIPLE ORDERING DOCUMENTS.** This Agreement shall remain in effect so long as any Ordering Document governed by these PW Terms remains active. The termination or expiration of an individual Ordering Document shall not affect the validity or enforceability of any other active Ordering Document.

4. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach.

5. **EFFECTS OF TERMINATION.** The termination of this Agreement will not entitle Customer to a refund, in whole or in part, of any amounts paid for Purchased Hardware. Upon and after termination or expiration of this Agreement, all licenses and rights of use granted under this Agreement will immediately terminate.

6. **RETURN OF HARDWARE UPON TERMINATION.** Because Subscription Hardware remains the property of Perry Weather, it is important for Perry Weather to receive it back upon expiration or termination of the applicable Ordering Document to ensure it can be properly serviced and repurposed. Upon termination or expiration of the applicable Ordering Document, Customer agrees to: (i) deliver, at Customer's sole cost and expense, the Subscription Hardware to Perry Weather in good condition, ordinary wear and tear resulting from proper use thereof alone excepted, per instructions provided by Perry Weather at such time; or (ii) allow Perry Weather to enter the premises occupied by the Subscription Hardware to remove such Subscription Hardware. If Customer prefers Perry Weather to handle the uninstallation and retrieval, Customer acknowledges that service fees will apply to cover the cost of Perry Weather labor, travel, and associated expenses.

5. **HARDWARE.**

1. **SUBSCRIPTION HARDWARE.**

1. **PERRY WEATHER MAINTENANCE.** Perry Weather will be responsible for maintenance and repair to any Subscription Hardware, including

parts and shipping but excluding labor and travel (which will be charged at Perry Weather's customary rates), due to defective components or workmanship, or damage or malfunction caused by wind, hail, or lightning. Most parts are designed to be easily replaceable by Customer, minimizing the need for on-site service. To assist Customer, Perry Weather may provide phone and video support to guide Customer through troubleshooting and performing service work, ensuring issues are resolved quickly and efficiently. If onsite service is required, Perry Weather incurs significant expenses for travel and logistics to provide expert support from our technicians, and therefore labor and travel charges are not included in our standard maintenance coverage.

2. **CUSTOMER MAINTENANCE.** Except as provided in Section 5.1.1, Customer will be responsible for maintenance and repair to Subscription Hardware (and will pay Perry Weather its normal and customary fees associated with such repairs if performed by Perry Weather), including, but not limited to, damage caused by vandalism, tampering, unauthorized modification or relocation, misuse or accident, damage caused by improper self-installation, or theft.

3. **MAINTENANCE PROCEDURE.** Customer will promptly notify Perry Weather within five (5) business days following any event or occurrence that would require maintenance or repair to the Subscription Hardware. Perry Weather will have the right at any time, following seventy-two (72) hours prior written notice to Customer, to enter the premises occupied by the Subscription Hardware and will be given free access thereto and afforded necessary facilities for the purpose of inspection and repair.

4. **OWNERSHIP.** Title to any Subscription Hardware will at all times remain in Perry Weather, and Customer will have only the right to retain the possession of said Subscription Hardware pursuant to the conditions in this Agreement. All additions and improvements to the Subscription Hardware of any kind will automatically and immediately become the property of Perry Weather and subject to the terms of the Agreement.

5. **ENCUMBRANCE RESTRICTIONS.** Customer will give Perry Weather immediate notice of any claim, levy, lien, or legal process issued

against the Subscription Hardware. Customer will not place, nor allow to be placed, the Subscription Hardware in the possession of any other party, save and except to return the Subscription Hardware to Perry Weather. Customer hereby agrees that it will not, nor will it allow, the Subscription Hardware to be encumbered in any form. Customer will not allow any lien to be placed upon the Subscription Hardware, will not pledge the Subscription Hardware as collateral for any debt, current or future, and will immediately notify Perry Weather of any legal actions, proceedings or the threat thereof, which might result in the encumbrance of the Subscription Hardware.

2. **PURCHASED HARDWARE.**

    1. **PURCHASED HARDWARE WARRANTY.** Perry Weather warrants that the Purchased Hardware will conform in all material respects to Perry Weather's published specifications for a period of one (1) year from the date of receipt of Purchased Hardware, with such warranty period extendable if an extended warranty is purchased. This warranty applies only to the original Customer and only covers failures due to defects in materials or workmanship that occur during normal operation. It does not cover basic maintenance (such as solar panel cleaning or clearing clogged rain gauges), damage caused by improper self-installation, failures that are caused by products not supplied by Perry Weather, or failures that result from accident, vandalism, misuse, tampering or abuse, mishandling, unauthorized alteration, modification or relocation, lightning or other weather events, line power surge, or events of Force Majeure. Perry Weather's obligation under this warranty will be limited to exchange or replacement of any Purchased Hardware or parts (excluding labor costs or installation) that prove defective under normal use within one (1) year from date of Customer's receipt of Purchased Hardware, and upon which Perry Weather's examination reveals to Perry Weather's satisfaction to be defective.

3. **ALL HARDWARE.** The provisions of this section are applicable to all Hardware provided by Perry Weather to Customer pursuant to the Agreement, including both Subscription Hardware and Purchased Hardware.

    1. **BATTERY WARRANTY.** Perry Weather warrants that the battery included in Hardware will remain operational for a period of one (1)

year from the date of receipt of Hardware, provided that the respective Hardware is fully installed and operational within three (3) months of receipt. Batteries that are not installed within this period are excluded from this warranty as they may experience a reduction in life due to delays in installation.

1. **BATTERY WINTERIZATION REQUIREMENT.** During winter months, battery life can quickly diminish on solar-charged Hardware that is installed in certain geographical areas, due to extended cloud cover or insufficient sunlight. Therefore, if Customer installs Hardware with a solar-charged battery in an area requiring winterization, proper winterization of the battery is required, otherwise the battery warranty set forth above in Section 5.3.1 will be void. Customer will be advised during the sales and/or onboarding process if Hardware requires winterization. For Hardware requiring winterization, each year, during the period of December 1 through March 31, Customer must elect one of the following winterization options: (i) Manual Winterization: first physically disconnect the solar panel, then remove the battery and store it indoors on a battery maintainer, supplied by Customer, for the duration of the winterization period; or (ii) Remote System Shutoff: Perry Weather will remotely disable the Hardware for the duration of the winterization period. In either case, Perry Weather will provide guidance and support to assist with the selected option.

2. **HARDWARE USE, ALTERATIONS, AND LOSS.** Customer will use the Hardware in accordance with the Agreement and will comply with all laws, ordinances, regulations, and reasonable instructions from Perry Weather relating to the installation, operation, and maintenance of the Hardware. Customer agrees not to alter, modify, or perform service or maintenance on any Hardware without prior written permission and instruction from Perry Weather. Failure to follow Perry Weather's instructions regarding self-installation, service, or maintenance will void any applicable warranties. The amount payable under this Agreement will not be reduced by the loss of use of any Hardware. No loss of or damage to the Hardware will impair any obligation of Customer under this Agreement, and all such obligations

will continue in full force and effect until otherwise discharged. Customer's sole remedy, and Perry Weather's sole liability, for losses caused by damaged, defective, or malfunctioning Hardware shall be to repair or replace the Hardware subject to the warranties provided herein.

3. **HARDWARE REPAIR SERVICES WARRANTY.** Any Hardware repair and maintenance services performed by Perry Weather are warrantied for a period of twelve (12) months from the date of service. Customer's sole remedy, and Perry Weather's sole liability, for inadequate or defective repair or maintenance services is limited to reperforming the services as necessary at no additional cost to the Customer. This warranty does not cover issues arising from unauthorized modifications, misuse of Hardware, or other factors unrelated to the service provided.

4. **HARDWARE RELOCATION.** If Customer desires that Perry Weather physically relocate Hardware after initial installation, additional service fees will apply.

5. **SUPPORT STRUCTURES.** Customer will be solely responsible for the maintenance, upkeep, and repair of all support structures, such as mounts, poles, and related components used in connection with the Hardware. This responsibility applies whether such support structures are pre-existing or newly installed by the Customer or by Perry Weather.

6. **HARDWARE ADVISORIES.** Perry Weather is committed to providing high-quality hardware designed for reliable performance, and advisories described in this section are uncommon. However, if Perry Weather recommends to Customer any repairs, maintenance, or other actions to the Hardware that are necessary to ensure proper operation, and the Customer fails to respond or declines to implement such recommendations within a reasonable timeframe, Perry Weather will not be liable for any resulting damages, malfunctions, or failures caused by the Customer's failure to take the appropriate action. For clarity, this clause does not obligate Perry Weather to monitor or notify the Customer of hardware malfunctions or needed repairs.

6. **LICENSE AND INTELLECTUAL PROPERTY.**

    1. **LICENSE GRANT.** Perry Weather grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Products and Services during the term of this Agreement for the purpose of their intended use, solely for Customer's internal business purposes. This license does not transfer any ownership rights to Customer, nor does it confer any rights beyond those expressly stated in this Agreement. All rights not expressly granted to Customer under this Agreement are reserved by Perry Weather.

    2. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Perry Weather retains all rights, title, and interest in and to the Products and Services (excluding title to Purchased Hardware), including all documentation, trademarks, proprietary technology, weather-related data, and all other intellectual property (collectively, "Perry Weather IP"). This includes, without limitation, all improvements, modifications, derivative works, and updates to Perry Weather IP, whether created by Perry Weather or derived from Customer's feedback or suggestions, which are hereby irrevocably assigned by Customer to Perry Weather. Perry Weather is the sole and exclusive owner of all weather-related data collected, generated, or processed through its Products and Services (including Purchased Hardware), regardless of whether it is collected through Customer's use of such products or through other sources. Customer's ownership of Purchased Hardware is limited solely to title to the physical hardware itself. Perry Weather retains all rights, title, and interest in and to any embedded software, firmware, or other intellectual property incorporated in or associated with the Purchased Hardware. The purchase of the hardware does not transfer any rights in or to such intellectual property, which remains the sole property of Perry Weather. Customer may use the embedded software or firmware solely as authorized under this Agreement and solely for the operation of the Purchased Hardware during the term of this Agreement. Any other use is strictly prohibited.

    3. **RESTRICTIONS ON USE.** Customer will not, and will not permit any third party to: (a) decompile, disassemble, reverse engineer, or attempt to derive the source code of the Software or Hardware; (b) copy, modify, adapt, translate, create derivative works of, sublicense, distribute, lease, rent, or otherwise make the Software or Hardware available to any third party; (c) use the Software, Hardware, or Perry Weather IP to develop, train, or assist any

competitive service, product, or technology; or (d) remove, alter, or obscure any proprietary notices, labels, or marks on the Software, Hardware, or related documentation.

4. **TERMINATION OF ACCESS.** Upon termination or expiration of this Agreement, all rights granted to Customer under this Agreement will terminate immediately, and Customer will cease all use of the Products and Services. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement.

7. **DISCLAIMERS.**

    1. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRODUCTS AND SERVICES, AND DATA DISPLAYED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED HEREIN, PERRY WEATHER MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

    2. **ACKNOWLEDGEMENT OF WEATHER DATA LIMITATIONS.** Perry Weather strives to provide accurate and reliable weather data; however, due to the inherent complexities of meteorology and environmental factors, it is important to acknowledge certain limitations. Weather and environmental data, including temperature, wet bulb globe temperature (WBGT), lightning detection, and other data, are inherently subject to variability and uncertainty due to the nature of meteorology and measurement limitations. Even when data is sourced from on-site sensors provided by Perry Weather, errors, inaccuracies, or delays may occur due to equipment malfunction, environmental interference, software errors, or factors outside Perry Weather's control. Perry Weather does not and cannot guarantee that any weather-related data, alerts, or recommendations will be error-free, uninterrupted, or precise.

    3. **ACKNOWLEDGMENT OF SERVICE LIMITATIONS.** Perry Weather provides advisory tools to assist with decision-making and enhance safety. However, these tools are not a substitute for independent judgment, additional safety

measures, or common sense. While Perry Weather strives for accurate and timely data, Perry Weather makes no representation that data provided will be precise. Products and Services are provided on an “as is” and “as available” basis, as provided in this Agreement. Any reliance on Perry Weather’s offerings is at the sole risk of the Customer. Customers should always consider multiple factors and resources when making critical decisions.

4. **LIABILITY WAIVER.** PERRY WEATHER WILL NOT BE HELD LIABLE FOR ANY CONSEQUENCES, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE, ARISING FROM RELIANCE ON ITS PRODUCTS AND SERVICES, INCLUDING DATA, ALERTING, AND RECOMMENDATIONS. BY USING PERRY WEATHER’S PRODUCTS, CUSTOMER ASSUMES ALL ASSOCIATED RISKS. EXPERIENCE HAS PROVEN THAT THE TIMELINESS, RESOLUTION AND MANNER IN WHICH LIGHTNING DATA IS DISPLAYED DOES NOT SOLELY SUPPORT THE EFFECTIVE OR RELIABLE USE OF THE DATA IN MAKING DECISIONS OF AN IMMEDIATE OR SHORT-TERM NATURE THAT INVOLVE THE SAFETY OF PERSONNEL OR ASSETS. ANY SUCH APPLICATIONS OR SIMILAR USES BY CUSTOMERS ARE DONE AT THE RISK OF THE USER AND ARE NEITHER CONDONED NOR RECOMMENDED BY PERRY WEATHER, VAISALA (PERRY WEATHER’S SUPPLIER OF LIGHTNING DATA), VAISALA’S SUPPLIERS, OR PERRY WEATHER’S OTHER THIRD-PARTY PROVIDERS.

8. **LIMITATION OF LIABILITY.**

    1. **GENERAL LIMITATION.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, PERRY WEATHER’S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PERRY WEATHER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

    2. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL PERRY WEATHER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, LOSS OF DATA, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

3. **CUSTOMER RESPONSIBILITY.** PERRY WEATHER'S LIABILITY DOES NOT EXTEND TO CLAIMS, DAMAGES, OR LOSSES ARISING FROM: (I) THE CUSTOMER'S FAILURE TO FOLLOW RECOMMENDATIONS, PERFORM MAINTENANCE, OR ADDRESS ADVISORIES REGARDING THE PRODUCTS AND SERVICES; (II) UNAUTHORIZED MODIFICATIONS OR IMPROPER INSTALLATION OF HARDWARE BY THE CUSTOMER; AND (III) USE OF PRODUCTS AND SERVICES, INCLUDING DATA, IN A MANNER INCONSISTENT WITH THE DOCUMENTATION OR GUIDELINES PROVIDED BY PERRY WEATHER.
4. **SURVIVAL OF LIMITATIONS.** THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND APPLY TO ALL CLAIMS ARISING FROM THIS AGREEMENT, REGARDLESS OF WHEN THEY OCCUR.

9. **INDEMNIFICATION.**

1. **PERRY WEATHER OBLIGATIONS.** Perry Weather will defend and indemnify Customer for any amount finally awarded by a court of competent jurisdiction or agreed by Perry Weather in a settlement regarding any third-party claim, suit, or proceeding arising out of or alleging (i) that Customer's use of the Products and Services infringes a United States patent or copyright, or (ii) personal injury or property damage related to Perry Weather's gross negligence or willful misconduct when any Perry Weather employee or contractor is on-site at Customer's premises (the "PW Indemnified Claims"). The foregoing states the entire liability of Perry Weather with respect to infringement of patents or copyrights by any Products and Services provided by Perry Weather. The PW Indemnified Claims do not include, and Perry Weather's indemnification and defense obligations do not apply to, any claim, suit, loss, or proceeding to the extent that it arises out of: (i) Customer's breach of this Agreement, gross negligence, or willful misconduct, (ii) events of Force Majeure, or (iii) data, software, or hardware originating from a party other than Perry Weather.
2. **CUSTOMER OBLIGATIONS.** To the extent permitted by law, Customer agrees to indemnify, defend and hold Perry Weather, its affiliates, and their respective officers, directors, employees and agents harmless from and

against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of or resulting from personal injury or property damage (i) due to self-installation of Hardware by Customer or that arises from Customer's gross negligence or willful misconduct, (ii) that are attributable to any acts or omissions of Customer while using or otherwise accessing the Products and Services, or (iii) that arises from Customer's breach of its obligations under this Agreement.

3. **INDEMNIFICATION PROCEDURE.** The party seeking indemnification will provide the indemnifying party with prompt written notice of any claim and give complete control of the defense and settlement of the indemnifying party, and will cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such claim(s); if, however, Perry Weather is indemnifying Customer for a claim that the Products and Services infringe the intellectual property rights of a third party, Perry Weather will have complete control of the defense and settlement of said claim. This indemnity will not cover any claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice prejudices the defense of the claim. In the defense or settlement of a claim, or if use of the Products and Services is enjoined, Perry Weather may, at its expense and option: (a) procure for Customer the right to continue using the Products and Services; (b) replace or modify the Products and Services so they become non-infringing; or if neither of these is practical, (c) grant Customer a credit for the Purchased Hardware as depreciated and accept return of the Purchased Hardware as applicable. Depreciation will be an equal yearly amount over the lifetime of the Purchased Hardware, as determined by Perry Weather. Perry Weather will not be liable to Customer for any claim that is based upon: (i) use of the Products and Services in modified form or in a manner for which they were not designed; (ii) use of the Products and Services in combination with goods or services not provided by Perry Weather; (iii) use of the Products and Services in practicing any process; or (iv) the furnishing to Customer of any information, service or applications assistance.

10. **DISPUTE RESOLUTION AND GOVERNING LAW.**

1. **GOVERNING LAW.** The validity, construction, and interpretation of the terms and conditions herein and all rights and duties of Perry Weather and

Customer, and all matters related to the Products and Services covered by this Agreement, will be governed by the substantive laws of the State of Texas without regard to conflict of laws rules that would confer the matter in question to a state other than Texas ("Governing Law").

2. **VENUE.** The parties agree that any legal action, proceeding, or arbitration arising under this Agreement shall be brought exclusively in Dallas, Texas ("Venue Location").

3. **ARBITRATION.** Other than a suit for injunctive relief, any dispute, controversy or claim arising out of or related in any manner to this Agreement which cannot be amicably resolved by the parties will be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Any claim will be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration and will not be consolidated with the claim of any other person. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in Venue Location. The arbitration will take place before a panel of one (1) arbitrator sitting in Venue Location. The arbitrator will make the initial determination of whether a dispute between the parties is subject to this arbitration clause or is otherwise required to be arbitrated. The language of the arbitration will be English. The arbitrator will be bound to adjudicate all disputes in accordance with the Governing Law. The decision of the arbitrator will be in writing with written findings of fact and will be final and binding on the parties. Any claim shall be brought individually on behalf of the person or entity seeking relief, not on behalf of a class or other persons or entities not participating in the arbitration, and shall not be consolidated with the claim of any person who is not asserting a claim arising under or relating to this Agreement. Notwithstanding any language to the contrary in this Agreement, the parties hereby agree that any award issued by the arbitrator (the Underlying Award") may be appealed pursuant to the AAA's Optional Appellate Arbitration Rules ("Appellate Rules"); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appellate Rules has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by Rule A-3 of the Appellate Rules, by filing a Notice of Appeal with any AAA office. Following the appeal process the

decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof. This section provides the sole recourse for any disputes arising out of, in connection with, or related to this Agreement, except that a party may seek a preliminary injunction or other injunctive relief in any federal or state court of competent jurisdiction in Venue Location if in its reasonable judgment such action is necessary to avoid irreparable harm, and each party hereby submits to the jurisdiction of such courts. This section shall not apply to proceedings before administrative law tribunals (e.g., inter partes review before the Patent Trial and Appeal Board).

4. **ATTORNEYS' FEES.** In the event that any party institutes any legal suit, action, or proceeding, including arbitration, against the other party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing party in the suit, action, or proceeding will be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

11. **SECURITY, DATA, AND PRIVACY.**

1. **CONFIDENTIAL INFORMATION.** As used in this Agreement, "Confidential Information" means all trade secrets, data, information about pricing, forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if (A) the disclosing party has taken reasonable measures to keep such information confidential; and (B) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information. Confidential Information shall not include any information which (A) was publicly known prior to the time of disclosure by the disclosing party, or becomes publicly known after disclosure by the disclosing party through no action or inaction of the receiving party in violation of this Agreement; (B) is already in the possession of the receiving party at the time of disclosure by the disclosing party; (C) is

obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (D) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

2. **USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION.** The receiving party will only use and disclose the disclosing party's Confidential Information as reasonably necessary to deliver or use the Products and Services, or as otherwise reasonably necessary to comply with this Agreement or applicable law. Any other use or disclosure to a third-party is prohibited unless expressly permitted in writing by the disclosing party. The receiving party agrees to hold the disclosing party's Confidential Information in strict confidence and use reasonable measures to protect it as confidential. The receiving party shall be permitted to disclose Confidential Information to third-parties only to the extent required by law, provided that the receiving party gives the disclosing party prompt written notice of such requirement and upon the request of the disclosing party, the receiving party cooperates in good faith and at the expense of the disclosing party in any reasonable and lawful actions which the disclosing party takes to resist such disclosure or limit the information to be disclosed.

3. **OTHER DATA.** As part of its network of weather stations, Perry Weather may share weather data and imagery collected from Hardware with its broader customer base to enhance the overall value of the network. Customer also benefits from access to this aggregated network of data. Customer acknowledges and agrees that all weather data and imagery collected from Hardware is owned exclusively by Perry Weather and does not constitute Confidential Information of Customer. Perry Weather may use, share, and distribute such data and imagery at its sole discretion.

4. **SECURITY RESPONSIBILITIES AND ACCESS.** Perry Weather and Customer each agree to take commercially reasonable measures to protect their respective systems and Confidential Information. Perry Weather is responsible for implementing and maintaining adequate safeguards to protect the security, confidentiality, and integrity of the Products and Services, including access controls and monitoring. Customer shall ensure that access credentials, systems, and devices under its control are protected against unauthorized access or use and will promptly notify Perry Weather of any suspected security issues related to its use of the Products and Services.

Each party agrees to cooperate in good faith to address any security concerns that may arise.

5. **SECURITY INCIDENT NOTIFICATION.** In the event Perry Weather becomes aware of a confirmed security incident that materially impacts the confidentiality, integrity, or availability of Confidential Information, Perry Weather will use commercially reasonable efforts to notify Customer as soon as reasonably practicable. Such notification may include a summary of the incident and any steps Perry Weather is taking to address it. Perry Weather will provide additional information as it becomes available, to the extent reasonably necessary for the Customer to meet its own regulatory or business obligations.

6. **USE OF THIRD-PARTY PROCESSORS.** Perry Weather may engage third-party service providers to assist in delivering its Products and Services, including for hosting, data processing, and other operational purposes. Perry Weather will take reasonable steps to ensure that such third-party providers implement security and confidentiality measures appropriate to the nature of their services and the sensitivity of Customer's Confidential Information. Upon request, Perry Weather will provide additional details about its use of third-party processors, subject to reasonable confidentiality restrictions.

7. **DATA RETENTION AFTER TERMINATION.** Upon termination or expiration of this Agreement, Perry Weather may retain Customer-related data necessary for operational, archival, or backup purposes. This includes data collected from Hardware, which remains the property of Perry Weather and may continue to be used as part of Perry Weather's network of weather stations. Any retained data will be safeguarded in accordance with the confidentiality and security standards set forth in this Agreement. Retention of Customer-related data will be limited to what is necessary to fulfill Perry Weather's legal, regulatory, or business obligations, or to maintain the integrity of its systems and backups.

8. **PRIVACY POLICY.** Perry Weather's collection, use, retention, and protection of data, including any Customer-related data, is governed by Perry Weather's "Privacy Policy", which is incorporated into this Agreement by reference. The Privacy Policy outlines Perry Weather's practices regarding the confidentiality, security, and retention of data. By entering into this Agreement, the Customer acknowledges and agrees to the terms of the Privacy Policy as it may be updated from time to time. The current version of

the Privacy Policy is available at https://perryweather.com/privacy/. Any material changes to the Privacy Policy will be communicated in accordance with the terms set forth in the Privacy Policy.

12. **GENERAL PROVISIONS.**

1. **ASSIGNMENT.** Except to the extent assigned as a part of the bona fide sale of all or substantially all of its assets or as a part of a merger, division, sale, or other corporate transaction in any case not effected for the purpose of avoiding obligations under this Agreement, neither party will assign this Agreement, or any interest in this Agreement, without the other party's prior written consent, which consent will not be unreasonably withheld. Except in connection with a permitted assignment, Customer will not provide access to Products and Services, or any part of it, to any third parties without Perry Weather's prior written consent, which consent will be in Perry Weather's sole discretion. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
2. **EXTRAORDINARY CIRCUMSTANCES.** Perry Weather will not be held liable for delays, interruptions, nonperformance, or failures in service resulting from factors beyond its control, including but not limited to work stoppages, pandemics, floods, lightning, government regulations, cyber-attacks, brute force attacks, acts of terrorism, Acts of God, internet outages, server failures, third-party data provider disruptions, espionage, sabotage, or any other causes beyond its reasonable control (collectively, "Force Majeure").
3. **EQUITABLE REMEDIES.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties will be entitled to seek equitable relief, including injunctive relief or specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Perry Weather's pursuit of equitable relief does not preclude the recovery of damages for any breach of this Agreement.
4. **NOTICES.** All notices, requests, consents, claims, demands, advisories, waivers, and other communications under this Agreement (each, a "Notice") will be in writing to the parties at the addresses set forth in the Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices will be delivered by

personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail with return receipt requested and postage pre-paid. Notices sent to Customer may also be delivered by email to software users of Customer with a permission level designated as "Admin." Email notices sent to Perry Weather shall be delivered to legal@perryweather.com, unless otherwise specified in the Agreement. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and in the case of email, upon delivery of such email, and (b) if the party giving the Notice has complied with the requirements of this section.

5. **SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. **WAIVER.** No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7. **RELATIONSHIP OF THE PARTIES.** Nothing herein will be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Neither party hereto will have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

8. **SURVIVAL.** Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, will so survive regardless of the cause and even if resulting from the material breach of either party to this Agreement. This includes, but is not limited to,

provisions related to indemnity, limitation of liability, warranty disclaimers, ownership of intellectual property, and dispute resolution. Each of the sections contained in this Agreement will be enforceable independently of every other section in this Agreement, and the invalidity or non-enforceability of any section will not invalidate or render unenforceable any other section contained in this Agreement.

9. **AMENDMENTS.** Perry Weather is continually evolving its Products and Services to deliver additional value to customers, and from time to time, this may require updates to these PW Terms to reflect those changes or address other business needs. Therefore, Perry Weather may amend this Agreement from time to time by sending Customer written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Customer first gives Perry Weather written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer's next renewal term following the Proposed Amendment Date (unless Customer first terminates this Agreement). This Agreement may not be amended in any other way except through a written agreement signed by Perry Weather and Customer.

10. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which when executed will be deemed to be an original but all of which will constitute one and the same Agreement. This Agreement may also be accepted and executed through a signed Ordering Document, which references and incorporates these terms.

11. **NO RELIANCE ON REPRESENTATIONS, WARRANTIES, AND STATEMENTS.** Customer acknowledges that it is not relying on any representation, warranty, or statement not expressly set forth in this Agreement or written communications expressly incorporated herein.

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Capital Projects Management	**Submitted by:**	Lynnette Ramirez, Capital Projects Management Manager
Date Submitted:	05/12/2025	**Presenter:**	John Jefferson
Meeting Date:	5/20/2025	**Department Head:**	John Jefferson

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Change Order No. 1 to the Construction Agreement with Garney Companies, Inc. (Contract 1202400037) in the amount of $2,579,173.63 for realignment of a portion of the Return Flow Pipeline along Sanders Road related to the Fowler Return Flow to Lake Lanier Phase 1: Pipeline project. Staff requests this item be considered on a "*Time Sensitive*" basis - Director, Department of Capital Projects.

Recommended Action:

Approve
Authorize

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
WS020-CONST-CONTRACT-232FED	$2,579,173.63	$2,579,173.63	WS020-CONST-CONTRACT-232FED

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: N/A
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Procurement and Finance Review**

Approval List:

Lynnette Ramirez, Capital Projects Management Created/Initiated - 5/12/2025

John Jefferson, Capital Projects Management	Approved - 5/12/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/13/2025
Barry Lucas, Administration	Approved - 5/14/2025
David McKee, Administration	New -

CHANGE ORDER NO.: 1

Owner:	Forsyth County	**Owner's Project No.:**	WS020
Engineer:	HDR, Inc	**Engineer's Project No.:**	10357286
Contractor:	Garney Companies, Inc.	**Contractor's Project No.:**	2424

Project: Fowler WRF Return Flow to Lake Lanier Phase 1
Contract Name: Fowler WRF Return Flow to Lake Lanier Phase 1

Date Issued: May 7, 2025 **Effective Date of Change Order:** May 20, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Sanders Road Realignment

Change Order No. 1 includes the realignment of a Return Flow Pipeline segment along Sanders Road between SR 20 and Buford Dam Road including related changes to contract quantities and relocation of a planned undercrossing to the intersection of Sanders Road and Buford Dam Road and. The realigned pipeline segment will include approximately 3,742 LF of 36" Ductile Iron Pipe and will be installed under pavement along Sanders Road. Modifications directly related to the realignment include jack-and-bore tunneling. open-cut excavation, pipe-in-trench installation, pavement removal and replacement, Erosion and Sedimentation control measures, and installation of pipeline appurtenances. Attachments to this document include modified design plans, a Traffic Control specification, and a summary of the cost changes shown in tabular format. For administrative purposes, this change order is associated with Work Change Directive No. 3.

Change Order No.1 will ensure timely completion of the Return Flow Pipeline by greatly reducing the number of utility conflicts and private easements along Sanders Road from SR 20 to Buford Dam Road. Construction is planned to occur during the summer vacation period when traffic on Sanders Road is typically lighter than usual. These considerations will allow for the timely completion of the project and compliance with the schedule and expenditure requirements established by the ARPA grants.

Change Order No. 1 does not modify the original contract times.

Attachments:

A) Fowler_WRF_Return_Flow_Phase 1_WCD_No_3_2025-0430.pdf (PLANS)
B) 01 55 26 TRAFFIC CONTROL (SPECIFICATION)
C) Fowler WRF Return Phase 1 – WCD #@03 Final 5.3.205 (COST CHANGE)

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 47,795,370.00	Original Contract Times: Substantial Completion: September 01, 2026 Ready for final payment: October 31, 2026
Increase from previously approved Change Orders: $ N/A	Increase from previously approved Change Orders: Substantial Completion: N/A Ready for final payment: N/A
Contract Price prior to this Change Order: $ 47,795,370.00	Contract Times prior to this Change Order: Substantial Completion: September 01, 2026 Ready for final payment: October 31, 2026
Increase this Change Order: $ $2,579,173.63	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 50,374,543.63	Contract Times with all approved Change Orders: Substantial Completion: September 01, 2026 Ready for final payment: October 31, 2026

Recommended by Engineer	Accepted by Contractor
By: Scott C. Williams	
Title: Project Manager	Director
Date: 5/7/2025	5/7/25
Recommended by Construction Manager	**Authorized by Owner**
By: Hartley Bayley	
Title: Construction Manager	
Date: 5/7/2025	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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FCRF Phase 1: Pipeline – Change Order No. 1 Sanders Road Realignment (WCD No. 3)





Location Map

NTS

Contract Drawings For

FOWLER WRF RETURN FLOW TO LAKE LANIER PHASE 1

WCD NO. 3: SANDERS ROAD REALIGNMENT
100% DESIGN FROM SR20 TO BUFORD DAM ROAD

22-41-1514 (2) GRANT GA-000846 ARPA-SFRF
4050 CAROLENE WAY
CUMMING, GEORGIA 30040

HDR PROJECT NO. 10357286
FORSYTH COUNTY PROJECT NO. SW240007

APRIL 2025

GEORGIA REGISTERED No. PE025560 PROFESSIONAL EXP: 12-31-25 ENGINEER SCOTT CARTER WILLIAMS

04-30-2025

OWNER/PRIMARY PERMITTEE:	FORSYTH COUNTY WATER AND SEWER DEPARTMENT MR. SCOTT H. ADAMS, P.E. 110 EAST MAIN STREET, SUITE 150 CUMMING, GA 30040 PHONE: (770) 781-2160
24-HOUR CONTACT:	CHARLES WOODY, JR SENIOR SUPERINTENDENT PHONE (770) 754-4141
ENGINEER:	HDR ENGINEERING, INC. 1100 PEACHTREE STREET NE SUITE 400 ATLANTA, GA 30309-4503 PHONE: (404) 601-8600
NUMBER OF EMPLOYEES:	78
SURVEYORS:	ACCURA ENGINEERING AND CONSULTING SERVICES, INC 3200 PRESIDENTIAL DRIVE ATLANTA, GA 30340 PHONE: (404) 241-8722
SITE ACREAGE: **DISTURBED ACREAGE:**	53 ACRES 53 ACRES
PROPERTY ADDRESS:	4050 CAROLENE WAY CUMMING, GEORGIA 30040

24-HOUR CONTACT FOR EROSION AND SEDIMENTATION CONTROL: CHARLES WOODY, JR., SENIOR SUPERINTENDENT, PHONE: (770) 754-4141

PROJECT DESCRIPTION:
THE FOWLER WRF WATER RETURN FLOW TO LAKE LANIER – PHASE 1 PROJECT WILL INSTALL A DUCTILE IRON PIPE (DIP) THAT WILL EXTEND FROM THE FOWLER WRF ON CAROLENE WAY TO SOUTHEAST OF THE INTERSECTION OF BUFORD DAM ROAD AND TIMBER LAKE TRAIL IN FORSYTH COUNTY, GEORGIA. THE PHASE 1 CONSTRUCTION WILL INCLUDE TWO SEGMENTS OF THE RETURN FLOW PIPELINE (PHASE 1A AND PHASE 1B) WHICH WILL EXTEND ACROSS PUBLIC AND PRIVATE RIGHTS-OF-WAY, OPEN FIELDS, AND FORESTED LAND. SPECIFICALLY, PHASE 1A EXTENDS ADJACENT TO GEORGIA STATE ROUTE 400 FREEWAY (GA 400) AND PHASE 1B WILL EXTEND FROM FOWLER WRF TO GA 400, CONTINUING FROM GA 400 TO OUTFALL PIPELINE. THE RETURN FLOW PIPELINE WILL BE INSTALLED VIA OPEN-CUT METHOD. A 7-FOOT-DEEP TRENCH WILL BE CONSTRUCTED FOR THE INSTALLATION OF THE PIPELINE, AND DIRECTIONAL DRILLING WILL BE USED AT SPECIFIC STREET CROSSINGS WHERE OPEN-CUT METHODS ARE NOT FEASIBLE. THE PIPE WILL ULTIMATELY SERVE AS A WATER RETURN FLOW PIPE SYSTEM TO CONVEY EFFLUENT FROM THE FOWLER WATER RECLAMATION FACILITY (WRF) BACK TO LAKE LANIER.

NOTES:
1. **PER UDC 10-1.13 OUTSIDE CONSTRUCTION SHALL BE LIMITED TO THE HOURS OF 7:00AM TO 7:00PM MONDAY TO FRIDAY; 8:00AM TO 6:00 PM SATURDAY; AND THERE WILL BE NO CONSTRUCTION ON SUNDAY. EXCEPTIONS TO THESE LIMITATIONS ONLY AS APPROVED BY FORSYTH COUNTY.**
2. THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES SHALL OCCUR PRIOR TO OR CURRENT WITH LAND DISTURBING ACTIVITIES.
3. **CONSTRUCTION WASTE AND/OR VEGETATIVE MATERIAL MAY NOT BE BURNED AND MUST BE TAKEN TO A STATE APPROVED LANDFILL.**
4. ALL UTILITY LINES MUST BE INSTALLED UNDERGROUND.
5. REQUIRED LANDSCAPING MUST BE IN PLACE PRIOR TO APPROVAL OF AS-BUILT DOCUMENTS.
6. ARTICLES II-V, UDC CHAPTER 21 OVERLAY DISTRICTS DO NOT APPLY.
7. THIS SITE CONTAINS WETLANDS. THE APPLICANT WILL FIRST OBTAIN A WETLAND ALTERATION SECTION 404 PERMIT FROM THE CORPS OF ENGINEERS PRIOR TO DISTURBING ANY JURISDICTIONAL WETLANDS.
8. NOTIFY FORSYTH COUNTY INSPECTOR 24 HOURS BEFORE BEGINNING CONSTRUCTION AT ANY POINT ON THE PROJECT (770) 781-2165.
9. ALL IMPROVEMENTS TO CONFORM WITH FORSYTH COUNTY CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION.
10. NO STRUCTURES, FENCES, OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE FORSYTH COUNTY DEPARTMENT OF ENGINEERING.
11. APPROVAL OF THESE PLANS DOES NOT CONSTITUTE APPROVAL BY FORSYTH COUNTY OF ANY LAND DISTURBING ACTIVITIES WITHIN WETLAND AREAS. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO CONTACT THE APPROPRIATE REGULATORY AGENCY FOR APPROVAL OF ANY WETLAND AREA DISTURBANCE.
12. APPROVAL OF THESE PLANS BY FORSYTH COUNTY IS SUBJECT TO, AND CONTINGENT UPON THE APPLICANT OBTAINING ANY AND ALL NECESSARY APPROVALS FROM ANY AND ALL APPLICABLE AGENCIES INCLUDING, BUT NOT LIMITED TO THE UNITED STATES ARMY CORPS OF ENGINEERS, THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, THE USDA-NRCS, GEORGIA DEPARTMENT OF NATURAL RESOURCES, GEORGIA ENVIRONMENTAL PROTECTION DIVISION, AND GEORGIA SOIL AND WATER CONSERVATION COMMISSION.
13. ALL UNDISTURBED BUFFERS SHALL BE IDENTIFIED WITH ORANGE, FOUR-FOOT TREE-SAVE FENCING PRIOR TO ANY LAND DISTURBANCE (UDC SEC. 18-10.1).

SECTION 01 55 26
TRAFFIC CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. General requirements for traffic control during construction, including:
      a. Coordination with owners of streets, highways, and other travelled ways affected by the Project and coordination with owners of properties at or adjacent to the Site regarding traffic control.
      b. Traffic controls for general vehicular traffic affected by the Work.
      c. Traffic controls for pedestrians and other non-vehicular traffic affected by the Work.
      d. Temporary bridging over excavations in travelled ways.
      e. Traffic control personnel.
      f. Maintenance of traffic controls.
      g. Removal of traffic controls.

B. Scope:
   1. Contractor shall provide all labor, materials, tools, equipment, services, incidentals, and pay all expenses necessary and required to keep all streets, highways, and other travelled ways open for passage of traffic and pedestrians during the Project, unless: (1) otherwise approved by owner of the street, highway, or travelled way, and Engineer, or (2) as expressly allowed by the Contract Documents.

C. Related Requirements:
   1. Include but are not necessarily limited to:
      a. Section 01 74 00 - Cleaning.

1.2 REFERENCES

A. Terminology:
   1. The following terminology, although not indicated with initial capital letters, has the following meaning in this Section:
      a. “Maintenance and protection of traffic” and “traffic control”:
         1) “Maintenance and protection of traffic” and “traffic control”, whether singular or plural, have the same meaning and, unless expressly indicated otherwise, refer to temporary measures provided by Contractor to control, maintain, and safeguard vehicular traffic, pedestrians, bicycles, and other traffic during construction.
         2) “Traffic controls” are signage, barriers, barricades, signal and warning lights, and other measures provided by Contractor for controlling other than routine use of existing and temporary access roads and parking areas by construction traffic.
         3) Traffic control” includes, but is not necessarily limited to, traffic controls for: (a) excavations, (b) construction vehicle parking areas, (c) storage and laydown areas for materials and equipment to be incorporated in the Work, and (d) other work-related areas; in, opening into, or adjacent to streets, highways, or other travelled ways.
      b. “Traffic” means any and all users of the subject street, highway, or other travelled way, including sidewalks, bicycle paths, and similar facilities. “Traffic” includes motor vehicles of all types, including automobiles, motorcycles and similar vehicles, trucks, busses, light rail, mobile equipment, and others; pedestrians; bicyclists; and others using the travelled way or right-of-way.

B. Reference Standards: Standards referenced in this Section include, but are not necessarily limited to, the following:

1. Unless otherwise shown or indicated in the Contract Documents, traffic controls shall be in accordance with:
    a. Special Provision Section 150 – Traffic Control of the State of Georgia Department of Transportation.
    b. Part 6 ("Temporary Traffic Control") of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), by the United States Department of Transportation (USDOT) Federal Highway Administration (FHWA).
2. In the event of conflict between the standard specifications referenced above and the MUTCD, the referenced standard specifications will govern.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
1. Owner of Street, Highway, or Travelled Way:
    a. Coordinate with owner of each street, highway, and other travelled way affected by the Work and the Project and obtain from such owner requirements for traffic control during construction.
    b. Obtain and pay for work permits, street opening permits, and other permits required by the owner of the street, highway, or other travelled way.
    c. Give written notices required by the owner of the street, highway, or other travelled way.
2. Notice to Emergency Services:
    a. Give required advance, oral and written notices to fire departments, police departments having jurisdiction, ambulance services, and other emergency services as applicable, of proposed construction operations that may impact or affect emergency services' ability to perform their respective functions.
    b. Give such notices as indicated immediately below for notice to adjacent properties.
3. Notice to Adjacent Properties:
    a. Give reasonable advance, written notice to owners and occupants of private property directly affected by construction operations, including properties adjacent to the Site where such property's vehicular or pedestrian access will be affected by the Project.
    b. Give such notice not less than five days prior to when such property will or may be affected by construction operations and again not less than 24 hours prior to such property being affected by construction operations.
    c. Such notices to properties shall clearly indicate the intended dates the property will be affected and the scheduled end-date of such activity, and a brief summary of the ways the property will be affected during the Project's construction. Such notices shall be on Contractor's letterhead and shall indicate the Project name, Owner, Owner's project or contract number (if any), and Contractor's contact person with telephone number and office hours.
4. Coordinate traffic controls with requirements of the following:
    a. Section 01 74 00 - Cleaning.

1.4 SUBMITTALS

A. Informational Submittals: Submit the following:
1. Traffic Control Plan: Detailed plan, procedures, and sequencing for traffic control during construction.
    a. The Submittal shall clearly indicate the following:
        1) Traffic staging plan, and construction sequencing as applicable to traffic control during construction. Coordinate with the Progress Schedule accepted by Engineer.
        2) Product data, including Supplier's catalog information, standard detail drawings, and specifications, for temporary barriers, barricades, signs, signals and warning lights, illumination devices, and other items used for traffic control during construction.
        3) Materials and procedures for providing access to properties along the route of the proposed traffic controls.

4) Identity and pertinent qualifications of the entity, such as Subcontractor or Contractor, that will select, install, maintain, and remove traffic controls.
5) Number and types of personnel dedicated to traffic control during construction, including flaggers. Include documentation of flaggers' training and qualifications. Indicate where number of personnel will vary by work shift or during certain hours.
6) Evidence of plan acceptance from authorities having jurisdiction, including owner of each street, highway, and other travelled ways that will have traffic controls during construction.
7) Proposed signage, including layout, colors, text, quantity, and locations, for advising the public in advance of implementing traffic controls.

b. Unless expressly allowed otherwise by the Contract Documents, traffic control plan Submittal shall cover all traffic control during construction for the entire Project. Do not furnish separate, staged traffic control plan Submittals.
c. Furnish acceptable traffic control plan Submittal not less than [28] days prior to installing traffic controls.
d. Submit updates to the traffic control plan as necessary.
e. Engineer's or Owner's comments on or acceptance of traffic control plan Submittal is only for the limited purpose of endeavoring to verify compliance with the Contract Documents and in no way imposes on Owner, Engineer, or any of their respective consultants or subcontractors, any responsibility for construction means, methods, procedures, techniques, or sequences, or the safety and protection measures and programs incident thereto, or any of Contractor's other responsibilities under the Contract. Engineer's and Owner's review is in no way for benefit of Contractor or anyone for whom Contractor is responsible.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT FOR TRAFFIC CONTROL DURING CONSTRUCTION

A. Materials and Equipment Used for Traffic Control:
1. Materials and equipment used for traffic control during construction shall comply with the reference specifications indicated in Paragraph 1.2.B of this Section and the MUTCD.
2. Materials and equipment used for traffic control shall include easily legible, weather-resistant text indicating contact information, including telephone number, for entity providing and maintaining traffic controls, for alerts of damage, mislocation, or apparent unsafe traffic control items.

PART 3 - EXECUTION

3.1 TRAFFIC CONTROL – GENERAL

A. General Provisions for Traffic Control:
1. Provide traffic controls, as necessary and required, prior to commencing work in, or adjacent to, streets, highways, and other travelled ways.
2. Provide traffic controls in accordance with the Contract Documents, applicable permits, requirements of authorities having jurisdiction, referenced standard specifications indicated in Paragraph 1.2.B of this Section, and the MUTCD.
3. Not less than once per month, check and ensure legibility of contract information on each traffic control device or item, as required in Article 2.1 of this Section.
4. Traffic controls such as temporary barriers and barricades; channelizing devices such as delineators, traffic cones, traffic barrels, temporary bollards, vertical panels, and similar items; signs (including reflective signs, mobile changeable-message signs, and temporary LED-illuminated signs), temporary signals; warning lights; and temporary illumination shall be prominently but safely positioned and located, be highly visible to traffic and pedestrians,

and include provisions for visibility during periods of darkness, reduced light, and reduced visibility such as smoke and fog.

5. Supplement temporary traffic barriers and barricades with standard delineation pavement markings or channelizing devices for improved daytime and nighttime visibility, when traffic controls channel vehicular traffic.
6. Keep accessible for use permanent facilities such as hydrants, utility valves, fire alarm boxes, postal boxes, delivery service boxes, existing permanent traffic controls (including signs and signals) as appropriate, and other facilities that may require access or use during construction.
7. Do not block access to essential facilities including hospitals, emergency services, and the like, and public facilities such as public buildings, public schools, public event venues, recreational facilities open during construction, and similar facilities.
8. Coordinate traffic controls for commercial and residential access with their respective owners and occupants.
9. Provide traffic controls suitable for pedestrians, bicyclists, and people with disabilities. Comply with the MUTCD, referenced specifications indicated in Paragraph 1.2.B of this Section, and Laws and Regulations, including the Americans with Disabilities Act (ADA).

B. Temporary Obstructions of Streets, Highways, and Other Travelled Ways:
   1. Do not store materials or equipment to be incorporated into the Work; construction equipment, machinery, or tools; Contractor's vehicles, vehicles owned by construction workers and personnel; or other items, whether on short-term, infrequent basis or on a more-frequent basis, in streets, highways, and other travelled ways. Do not store or locate materials and equipment in rights-of-way or adjacent areas in positions that reduce traffic visibility or otherwise create or exacerbate traffic hazards.
   2. When construction activities necessitate a short-term obstruction of traffic, provide adequate traffic controls, flaggers, and other measures as appropriate. Have such obstructions in place for the shortest duration possible and do not leave such obstructions in place at the end of the work day.
   3. When construction activities necessitate a longer-duration obstruction or partial closure to traffic, provide appropriate temporary barriers and barricades, signage, warning devices, and other appropriate measures for traffic control.
   4. Obstruction of public parking shall be in accordance with requirements of authorities having jurisdiction.

C. Temporary Closures of Streets, Highways, and Other Travelled Ways:
   1. This provision applies to full closure of all traffic or partial closure.
   2. Do not close passage to traffic or pedestrians without approval of authorities having jurisdiction and obtaining necessary permits.
   3. Provide appropriate temporary signage, signals and warning devices, temporary barriers and barricades, detours, and temporary facilities (such as temporary bridges or covered walkways, and other temporary facilities) as necessary.
   4. Detours shall be as short as practicable but should generally avoid, when feasible, routing traffic through residential areas and other sensitive areas. Provide appropriate temporary signage to mark detours.
   5. Detours and temporary facilities shall be appropriate for the types of traffic (which may include heavy truck traffic or construction equipment), traffic volume, loading, and hours of the day.
   6. Closures shall be for shortest duration practical, and passage shall be restored immediately after completion of filling and temporary paving.
   7. Obtain approvals and permits needed for full and partial lane closures.
   8. Provide all required temporary signage, signals, and warning devices prior to implementing each closure.

3.2 TRAFFIC SIGNS, SIGNALS, AND LIGHTS

A. Provide and operate temporary traffic signs, signals, and warning lights necessary and required to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by the Project's construction.

B. Provide temporary traffic signs, signals, and warning lights mounted on temporary barriers, barricades, or standard posts, at the following locations:
   1. Each change of direction of a roadway and at each crossroad.
   2. Detours and areas of hazard.
   3. Parking areas.
   4. Vehicular entrance and exit from each of the Project's construction work areas and construction vehicle and machinery parking and storage areas.

C. Lighting and Flares: During periods of low visibility provide temporary lights and, where appropriate, flares for the following:
   1. To clearly delineate traffic lanes, to guide traffic, and to warn of hazardous areas.
   2. For use by traffic control personnel directing traffic.
   3. Provide adequate illumination of critical traffic and parking areas.

D. Power and Fuel:
   1. Provide appropriate power supply for temporary lighting and illuminated devices, whether battery-powered, solar-powered, or temporary generators.
   2. At the end of each work day, check power supplies and fuel supplies and ensure sufficient power and fuel is in place and available for proper traffic control until Contractor's personnel return to the Site
   3. The portable temporary signal shall have two power sources and shall be capable of running for seven calendar days continuously
   4. Locate and position temporary generators to avoid nuisances, such as noticeable emissions, odors, noise, and vibration, and other nuisances, and hazards to traffic, pedestrians, adjacent occupants of buildings and structures, and the public.

3.3 TEMPORARY BRIDGING OVER EXCAVATIONS

A. Areas of Vehicular Access:
   1. When necessary or requested by owner of the street, highway, or other travelled way, when other traffic controls are removed while excavations remain open, provide temporary bridging over excavations by providing steel plates to allow unobstructed traffic flow.
   2. Size:
      a. Cover entire length of trench or excavation unless suitable temporary barriers are provided. Each driving lane shall be 12 feet wide unless otherwise acceptable to the owner of the street, highway, or other travelled way.
      b. Width: Plate shall extend for not less than one trench-width onto competent pavement on each side of the trench or excavation.
      c. Thickness: Suitable for the traffic load.
   3. Anchorage:
      a. Mechanically anchor each plate to competent pavement using appropriate quantity of railroad spikes or other suitable anchors.
      b. Anchor not less than each corner of each plate.
      c. Head of anchors shall not protrude above top surface of the plate.
      d. Provide appropriate material to level each plate so that plate is not displaced, and does not wobble or rattle, under traffic loads. Provide additional anchors where necessary.
   4. Transition to and from Plates:
      a. Provide asphalt concrete "cutback" placed around edges of plates as ramps for smooth transition from pavement to the plate. Ramps' angle of approach shall be not greater than 1 inch vertical to 12 inches horizontal.
   5. Excavation Support at Temporary Bridging:

a. Provide temporary support of excavations, as necessary for proper support of temporary bridging and traffic loads. Excavation support shall be adequate for excavation depth, soils, groundwater conditions, vibration, and other pertinent considerations.
b. Obtain recommendation on type and extent of necessary excavation support from a qualified, experienced professional engineer licensed and registered in the same jurisdiction as the Site. Comply with recommendations of Contractor-hired professional engineer and requirements of owner of the street, highway, or other travelled way.

B. Sidewalks, Bike Paths, and Other Pedestrian Areas:
1. In sidewalks, bike paths, and other pedestrian areas, provide temporary bridging over excavations of either 1/2 inches thick steel plate or plywood 1-1/8 inches thick.
2. Length and Width: Same as required in this Article for steel plates for vehicle passage.
3. Excavation Support: Same as required in this Article's provision for steel plates for vehicles.
4. Transitions: Provide asphalt concrete "cutback" or other non-displaceable material as ramp for pedestrians and wheeled items such as handcarts, bicycles, and wheelchairs. Angle of ramps shall comply with requirements in this Article for ramps for steel plates for vehicles.
5. If plate is subject to displacement, wobbling, or rattling during use, provide suitable temporary mechanical anchors that do not extend above top surface of the plate.

C. Vehicular travel over backfilled but unpaved excavations is not allowed, unless Contractor provides temporary surface suitable for vehicles, consisting of not less than 2 inches thick plant mix asphalt concrete paving over not less than 6 inches thick layer of either compacted crushed stone subbase or flowable fill (also known as "controlled low-strength material") completely cured, or plates installed over the excavation.

D. Upon removal of temporary bridging plates, remove all anchors, ramps, and leveling material and completely fill, with non-shrink grout (or other material acceptable to Engineer and owner of street, highway, or other travelled way), all penetrations made for plate anchorages.

3.4 TRAFFIC CONTROL PERSONNEL

A. Traffic Control Personnel – General:
1. When the Project's construction operations encroach on traffic lanes, furnish qualified, trained, suitably-equipped traffic control personnel as necessary and required for controlling traffic, in accordance with: requirements of authorities having jurisdiction, the referenced specifications indicated in Paragraph 1.2.B of this Section, and Section 6E of the MUTCD.
2. Traffic control personnel shall use appropriate flags, hand signs or mobile signs.
3. Equip traffic control personnel with appropriate personal protection equipment and appropriate communications devices. Traffic control personnel attire shall be highly-visible, suitable, and shall not create nuisances or distractions to vehicle occupants and pedestrians, and shall not give offense to vehicle occupants, pedestrians, and the public.
4. Conduct of traffic control personnel shall be professional, appropriate, and courteous to vehicle occupants, pedestrians, and the public.
5. Flaggers will be used for special operations (e.g. loading/unloading pipe)

3.5 PARKING CONTROL

A. Parking Control – General:
1. Provide appropriate temporary parking for the public, as necessary and required because of the Project's construction operations.

B. Control parking of construction and private vehicles at the Site as follows:
1. Maintain free vehicular access to and through public and private parking areas.
2. Prohibit parking on or adjacent to access roads, and in non-designated areas.
3. Construction vehicles shall possess current vehicle registration and licensure. Do not park or store unregistered vehicles at or adjacent to the Site.

3.6 MAINTENANCE OF TRAFFIC CONTROLS

A. Maintenance of Traffic Controls – General:
   1. Properly maintain traffic controls until removal.
   2. Relocate traffic controls as the Work progresses.
   3. Promptly replace or repair, as appropriate, damaged traffic controls within 24 hours.
   4. Ensure adequate power supplies and fuel supplies for traffic controls.
   5. Perform manufacturer's recommended routine and preventative maintenance on equipment used for temporary traffic control.
   6. Where traffic controls have reduced efficacy or reduced visibility due to accumulations of dirt or foreign matter (including graffiti and vandalism), or exposure to the elements, promptly replace or remedy the subject traffic controls.
   7. Maintain traffic controls in operation during adverse weather and climate conditions.

3.7 REMOVAL OF TRAFFIC CONTROLS

A. Duration of Traffic Controls:
   1. Prior to Substantial Completion, provide traffic controls at the Site until no longer necessary or required due to the progress of the Work and the Project.
   2. After Substantial Completion, provide appropriate traffic controls when Contractor is onsite to perform punch list Work, correction period work, or warranty work.

B. Prior to reopening to traffic, clean streets, highways, and travelled ways in accordance with Section 01 74 00 - Cleaning.

C. When traffic controls are no longer necessary or required, completely remove traffic controls and restore the Site to condition required by the Contract Documents or, when not indicated in the Contract Documents, restore the Site to pre-construction conditions.

D. Store unused traffic control items at an appropriate location that does not adversely affect public or private property or transportation.

E. Completely remove all traffic control items from the Site and adjacent areas prior to final inspection.

F. All temporary traffic control devices shall be removed within seven calendar days after time charges are stopped or pay items are complete.

END OF SECTION

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5895 Shiloh Road; Suite 114, Alpharetta, GA 30005
Phone: 770.754.4141
Fax: 770.754.4144
www.garney.com

May 2, 2025

Forsyth County Department of Water and Sewer
110 E. Main St. Suite 150
Cumming, GA 30040

Attn: Lynette Ramirez, P.E. – Forsyth County
C/O: Hunter Bagley – Freese and Nichols

RE: Fowler WRF Return Line – Phase I
Work Change Directive No. 03 – Sanders Road Realignment and Buford Dam Road Undercrossing

Ms. Lynette Ramirez,

Garney Construction has reviewed the Issued for Construction Plans with alignment revision Work Change Directive No. 3 issued on 4/2025 for Sanders Road Realignment and Buford Dam Road undercrossing.

Garney has reviewed the quantities provided by HDR and has confirmed the unit price items and changes. Those have been incorporated into the contract schedule of values provided in the attachment. Garney has also included other items in the Work Change Directive (WCD) that should be captured now and are listed in the Additional Change area or will need to be captured later as changes. Items highlighted in yellow are in addition to the quantity changes highlighted in Blue.

This Work Change Directive changes the means and methods, and production rates, along with backfill materials for the Sanders Road Realignment. The scope changes have been offset with the existing pipe deletion as of the current drawing sets issues April 2025. We understand the pipe reduction was due to an alignment change from turning down Buford Dam Road and staying in Sanders Road further towards the lake.

Items that need to be captured in Owner Allowances or as unit cost items (potential risk items not included in the cost estimate):

1. Sanders Road - 54” Steel Casing Undercrossing (Now Buford Dam Road):
    a. 54” Steel Casing Installation 90 LF (Proposed new Buford Dam Road undercrossing is 185 LF)
    b. Site Work including Launch Pit & Receiving Pit Excavation

2. Sanders Road 36” Ductile Iron Pipe Realignment:
    a. Erosion Control BMP as per NDPES Standards
    b. Equipment & Labor Cost for Production Impact due to Roadway Work & Work Hour Limitations
    c. Stone Materials as detailed in Sheet C099C-502 Construction Detail No. 3 (Asphalt Road Resurfacing)
    d. Asphalt Paving Per Sheet C099C-502 Construction Detail No. 3:
        i. 8” Asphalt Trench Cap
        ii. 1-1/2” Asphalt Overlay
        iii. Concrete Curb Replacement (Crossings and tight areas)
        iv. Concrete Sidewalk (crossings and tight areas)
    e. Striping Replacement
    f. Traffic Control as required per ATSA Standards

5895 Shiloh Road; Suite 114, Alpharetta, GA 30005
Phone: 770.754.4141
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Please let us know if you have any questions or would like to meet and discuss any of the items listed above.

I may be reached at ckaro@garney.com or by phone at 678-675-9556.

Sincerely,



Chip Karo, P.E.
Project Manager
Garney Construction

Work Change Directive No. 3 - Sanders Road Realignment and Buford Dam Road Undercrossing

Garney Construction

ITEM #	DESCRIPTION	UNIT	CONTRACT UNIT COST	CONTRACT AMOUNT		WCD QTY #03 - Sanders Road		Difference in Contract	
				QTY.	COST	QTY.	COST	QTY.	TOTAL COST
	PART 1 - Project Mobilization								
1	Project Mobilization and Demobilization	LS	$ 2,100,000.00	1.00	$ 2,100,000.00			-	$ -
2	Bonds and Insurance	LS	$ 650,000.00	1.00	$ 650,000.00			-	$ -
								-	$ -
	PART 2 - Return Flow Pipeline							-	$ -
3	Traffic Control Plan and Implementation	LS	$ 285,000.00	1.00	$ 285,000.00			-	$ -
4	Clearing, Grubbing, and Stripping Topsoil	LS	$ 1,485,000.00	1.00	$ 1,485,000.00			0.02	$ 34,767.00
5	Lay Down Area No. 1	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
6	Fencing	LF	$ 40.00	18,500.00	$ 740,000.00			620.00	$ 24,800.00
7	Gates	EA	$ 2,500.00	20.00	$ 50,000.00			-	$ -
	Erosion Control and Sedimentation Controls							-	$ -
8.1	Disturbed Area Stabilization	ACRE	$ 3,500.00	46.00	$ 161,000.00			1.10	$ 3,850.00
8.2	Silt Fence	LF	$ 3.00	57,600.00	$ 172,800.00			161.00	$ 483.00
8.3	Tree Protection	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
8.4	Sediment Barriers, Traps, and Basins	EA	$ 250.00	253.00	$ 63,250.00	30.00	$ 7,500.00	(173.00)	$ (43,250.00)
8.5	Temporary Diversion Ditch	LF	$ 20.00	3,224.00	$ 64,480.00			130.00	$ 2,600.00
8.6	Construction Exits	EA	$ 20,000.00	18.00	$ 360,000.00			8.00	$ 160,000.00
8.7	Erosion Control Matting	SY	$ 7.00	5,400.00	$ 37,800.00			1,420.00	$ 9,940.00
	Stream Crossings				$ -			-	$ -
9.1	Jurisdictional Area 1	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.2	Jurisdictional Area 2	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.3	Jurisdictional Area 3	LS	$ 150,000.00	1.00	$ 150,000.00			(1.00)	$ (150,000.00)
9.4	Jurisdictional Area 4	LS	$ 150,000.00	1.00	$ 150,000.00			(1.00)	$ (150,000.00)
9.5	Jurisdictional Area 5	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.6	Jurisdictional Area 6	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.7	Jurisdictional Area 7	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.8	Jurisdictional Area 8	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.9	Jurisdictional Area 9	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.1	Jurisdictional Area 10	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.11	Jurisdictional Area 11	LS	$ 150,000.00	1.00	$ 150,000.00			-	$ -
9.12	Jurisdictional Area 12	LS	$ 150,000.00	-	$ -			1.00	$ 150,000.00
9.13	Jurisdictional Area 13	LS	$ 150,000.00	-	$ -			1.00	$ 150,000.00
9.14	Jurisdictional Area 14	LS	$ 150,000.00	-	$ -			1.00	$ 150,000.00
9.15	Jurisdictional Area 15	LS	$ 150,000.00	-	$ -			1.00	$ 150,000.00
	36 IN Ductile Iron Pipe and Fittings							-	$ -
10.1	36 IN Unrestrained Joint Buried Pipe	LF	$ 550.00	17,601.00	$ 9,680,550.00	$ (3,172.00)	$ (1,744,600.00)	(2,964.00)	$ (1,630,200.00)
10.2	36 IN Restrained Joint Buried Pipe and Fittings	LF	$ 710.00	21,944.00	$ 15,580,240.00	$ (2,249.00)	$ (1,596,790.00)	(3,467.00)	$ (2,461,570.00)
10.3	36 IN Restrained Joint Carrier Pipe in 54 IN Casing Pipe	LF	$ 600.00	1,540.00	$ 924,000.00	$ 90.00	$ 54,000.00	350.00	$ 210,000.00
10.4	Marker Ball Installation	EA	$ 425.00	350.00	$ 148,750.00			-	$ -
11	36-IN Gate Valve in Vault	EA	$ 50,000.00	11.00	$ 550,000.00			-	$ -
12	6-IN Blowoff Valve Installation	EA	$ 30,000.00	24.00	$ 720,000.00	$ (2.00)	$ (60,000.00)	(1.00)	$ (30,000.00)
13	**Air/Vacuum Relief Valve Assemblies**				$ -			-	$ -
13.1	2-IN Air/Vacuum Relief Valve in Vault	EA	$ 15,000.00	35.00	$ 525,000.00	$ (3.00)	$ (45,000.00)	(2.00)	$ (30,000.00)
13.2	6-IN Air/Vacuum Relief Valve in Vault	EA	$ 35,000.00	8.00	$ 280,000.00			(2.00)	$ (70,000.00)
								-	$ -
	Part 3 - Trenchless Crossings							-	$ -
14	54-IN Steel Casing Pipe Installation	LF	$ 3,500.00	1,517.00	$ 5,309,500.00	$ 90.00	$ 315,000.00	295.00	$ 1,032,500.00
15	**Trenchless Site Work**							-	$ -
15.1	Shiloh Rd	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.2	Majors Rd	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.3	GA 400	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.4	GA 141	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.5	Pendley Rd	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.6	Dep. Bill Cantrell Memorial Rd	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.7	Ronald Reagan Blvd	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.8	GA 20	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.9	Sanders Rd **(Changes location to Buford Dam Road)**	LS	$ 100,000.00	1.00	$ 100,000.00			-	$ -
15.1	Haw Creek Rd	LS	$ 100,000.00	-	$ -			1.00	$ 100,000.00
15.11	Carolene Way	LS	$ 100,000.00					1.00	$ 100,000.00
	OWNER DIRECTED BID ITEMS								

	Part 4 - Cash Allowances							-	$ -
16	ROW Stipulations	LS	$ 1,000,000.00	1.00	$ 1,000,000.00			-	$ -
17	Realignment Allowance	LS	$ 2,000,000.00	1.00	$ 2,000,000.00			-	$ -
								-	$ -
	Part 5 - Extra Work							-	$ -
18	Remove and Replace Unsuitable Material	CY	$ 160.00	50.00	$ 8,000.00			-	$ -
19	Additional Ductile Iron Fittings & Sleeves	Ton	$ 15,000.00	10.00	$ 150,000.00			-	$ -
								-	$ -
	Part 6 - Owner Directed Contingency Allowance							-	$ -
20	Owner Directed Contingency Allowance	LS	$ 2,000,000.00	1.00	$ 2,000,000.00			-	$ -
								0	$ -
	Subtoal of Unit Price/LS Items in Contract			Total Contract Value	$ 47,795,370.00		$ (3,069,890.00)	Total	$ (2,286,080.00)
								0	$ -
	Additional Changes not covered in Unit Price Items							0	0
								0	$ -
1	WCD #01 - Casing Thickness Reduction from 1" to 0.625" (to match GDOT Specs)	LF	$ 214.00		$ -			(1,517.00)	$ (324,638.00)
2	WCD #01 36 x 8 MJ x FLG Tee (Deletion for 6" Blowoff Valve Installation) - Weld on Outlets being provided	EA	$ 5,293.02		$ -			(24.00)	$ (127,032.54)
3	WCD #01 8" Weld on Outlet to Replace 36x 8 MJ x FLG Tee	EA	$ 1,423.17		$ -			24.00	$ 34,156.20
4	WCD #01 6" Bypass Weld on Outlets - Deletion due to 2" Bypass provide on Valves	EA	$ 1,194.13		$ -			(22.00)	$ (26,270.88)
5	WCD #01 6" 90 Bends and Spool Piece for Bypass - Deletion due to 2" Bypass provide on Valves	EA	$ 1,548.47		$ -			(11.00)	$ (17,033.19)
6	WCD #01 Survey (Additional Length)	LS	$ 2,062.85		$ -			1.00	$ 2,062.85
7	WCD #01 Tree Surgeon Work (Additional Length) and Haw Creek Realignment	Day	$ 4,000.00		$ -			4.00	$ 16,000.00
8	WCD #01 Site Geotechnical / Rock Investigation at Bagley Creek and Haw Creek - Test Drilling	VF	$ 2.50		$ -			3,961.00	$ 9,902.50
9	WCD #01 Site Geotechnical / Rock Investigation - Mobilization	LS	$ 2,500.00		$ -			1.00	$ 2,500.00
					$ -			-	$ -
1	WCD #02 - Carolene Way UnderCrossing - New Thrust Collar(s) 4 EA	CY	$ 1,500.00		$ -			21.00	$ 31,500.00
2	WCD #02 - Potholing Utilities - 2 Days for Engineer / Owner @ Carolene Way Undercrossing	EA	$ 5,000.00		$ -			2.00	$ 10,000.00
3	WCD #02 - Carolone Way Realigment - Total Equipment and Labor - Production Impact: 80LF/SH (Original Production 140LF/SH, Anticipated Production 60LF/SH) Total Impacted Footage: STA 400+00 to STA 419+72 = 1972 LF Total Duration: 25 Additional Working Days above bid	LF	$ 1,098.09		$ -			1,972.00	$ 2,165,440.07
4	WCD #02 - Carolene Way Realignment - Geotextile Filter Fabric - Included GAB Price (1611 SY)	SY	$ -		$ -			-	$ -
5	WCD #02 - Carolene Way Realignment - Curb Replacement	LF	$ 35.70		$ -			60.00	$ 2,142.00
6	WCD #02 - Carolene Way Realignment - Traffic Control Flagging Operations - Included LF Price	Days	$ -		$ -			-	$ -
7	WCD #02 - Carolene Way Realignment - Speed Humps	EA	$ 2,415.00		$ -			2.00	$ 4,830.00
8	WCD #02 - Carolene Way Realignment Asphalt Subcontractor: 1-1/2" Mill & Overlay 12.5MM (Full Road)	SY	$ 42.00		$ -			3,867.00	$ 162,414.00
9	WCD #02 - Carolene Way Realignment Asphalt Subcontractor: 6-1/2" Base Course 19MM (Trench Cap)	SY	$ 90.30		$ -			1,611.00	$ 145,473.30
10	WCD #02 - Carolene Way Realignment Asphalt Subcontractor: Additional Mobilizations	EA	$ 3,675.00		$ -			2.00	$ 7,350.00
11	WCD #02 - Carolene Way Realignment Striping Subcontractor: 2 Yellow Speed Bumps, Double Yellow Center Line 1,250 LF, 2 White Stop Bars	LS	$ 3,126.90		$ -			1.00	$ 3,126.90
12	WCD #02 - Material Purchase/Haul/Placement - Graded Aggregate Base w/Geotextile Fabric	Tons	$ 45.76		$ -			6,874.00	$ 314,584.62
					$ -			-	$ -
1	WCD #03 - Sanders Road - **Restrained Joint** - Total Equipment and Labor - Production Impact: 80LF/SH (Original Production 140LF/SH, Anticipated Production 60LF/SH) Total Impacted Footage: STA 864+46 to STA 901+88 = 3742 LF (Includes 185 LF of Bore) Total Duration: 30 Impacted Working Days	LF	$ 1,403.99		$ -	647.00	$ 908,381.53	647.00	$ 908,381.53
2	WCD #03 - Sanders Road - **Unrestrained** Total Equipment and Labor - Production Impact: 80LF/SH (Original Production 140LF/SH, Anticipated Production 60LF/SH) Total Impacted Footage: STA 864+46 to STA 901+88 = 3742 LF (Includes 185 LF of Bore) Total Duration: 30 Impacted Working Days	LF	$ 1,243.99			2,910.00	$ 3,620,010.90	2,910.00	$ 3,620,010.90
5	WCD #03 - Sanders Road Realignment - Curb Replacement	LF	$ 35.70		$ -	1,500.00	$ 53,550.00	1,500.00	$ 53,550.00
6	WCD #03 - Sanders Road Realignment - Traffic Control Flagging Operations - Included LF Price	Days	$ -		$ -		$ -	-	$ -
7	WCD #03 -Sanders Road Realignment - Concrete Subcontractor: Sidewalk Replacement	SY	$ 34.00		$ -	501.00	$ 17,034.00	501.00	$ 17,034.00
8	WCD #03 - Sanders Road Realignment - Asphalt Subcontractor: 1-1/2" Mill & Overlay 12.5MM (Full Road)	SY	$ 42.00		$ -	5,223.00	$ 219,366.00	5,223.00	$ 219,366.00
9	WCD #03 - Sanders Road Realignment - Asphalt Subcontractor: 8" Base Course 19MM (Trench Cap)	SY	$ 92.40		$ -	3,952.00	$ 365,164.80	3,952.00	$ 365,164.80
10	WCD #03 - Sanders Road Realignment - Asphalt Subcontractor: Additional Mobilizations	EA	$ 3,675.00		$ -	8.00	$ 29,400.00	8.00	$ 29,400.00
11	WCD #03 - Sanders Road Realignment - Striping Subcontractor: Double Yellow Center Line 3750 LF, 2 White Stop Bars, 2 Cross Walks	LS	$ 30,226.00		$ -	1.00	$ 30,226.00	1.00	$ 30,226.00
12	WCD #03 - Sanders Road Realignment - Material Purchase/Haul/Placement - Graded Aggregate Base w/Geotextile Fabric	Tons	$ 45.76		$ -	8,870.00	$ 405,930.40	8,870.00	$ 405,930.40
13					$ -	-	$ -		
	Subtotal of Additional Items				$ -	WCD #03 Change	$ 5,649,063.63	Cumulative Add. Change Total:	$ 8,065,571.46
	TOTAL COST OF ALL ITEMS					**WCD #03 Total After Credits**	**$ 2,579,173.63**	**Cumulative WCD Change Total:**	**$ 5,779,491.46**
				Check	$ -				

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Capital Projects Management	**Submitted by:**	Lynnette Ramirez, Capital Projects Management Manager
Date Submitted:	05/15/2025	**Presenter:**	John Jefferson
Meeting Date:	5/20/2025	**Department Head:**	John Jefferson

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Change Order No. 2 to the Progressive Design-Build Agreement with Archer Western Construction, LLC. (Contract 1202400038) in the net amount of $13,244,374.00 for the completion stage price regarding the Fowler Return Flow to Lake Lanier Phase 2: Pump Station project. Staff requests this item be considered on a "*Time Sensitive*" basis - Director, Department of Capital Projects

Recommended Action:

Approve
Authorize

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
WS048-CONSTR-CONTRACT-250OPB	$549,374	$549,374	WS048-CONSTR-CONTRACT-250OPB
WS048-CONSTR-CONTRACT-506	$12,695,000	$12,695,000	WS048-CONSTR-CONTRACT-506

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: N/A
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Personnel Services and Finance Review**
Approval List:

Lynnette Ramirez, Capital Projects Management	Created/Initiated - 5/15/2025
John Jefferson, Administration	Approved - 5/15/2025
Adrian Casey, Procurement	Approved - 5/15/2025
Laura Calfee, Finance	Approved - 5/15/2025
Barry Lucas, Administration	Approved - 5/15/2025
David McKee, Administration	New -

CHANGE ORDER NO.:2

Owner:	Forsyth County	**Owner's Project No.:**	WS048
DB Engineer:	Freese and Nichols, Inc.	**DB Engineer's Project No.:**	AWE24745
Design-Builder:	Archer Western Construction, LLC	**Design-Builder's Project No.:**	224215

Project: Fowler WRF Return Flow to Lake Lanier Phase 2: Pump Station
Contract Name: Fowler WRF Return Flow to Lake Lanier Phase 2: Pump Station

Date Issued: May 14, 2025 **Effective Date of Change Order:** May 20, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Pursuant to Article 3.3 of the Agreement dated November 26, 2024, between the Owner and Design-Builder for the Project, the Owner and Design-Builder desire to establish the Completion Stage Price and adjust the Contract Price based upon the Guaranteed Maximum Price, and to define contingency and allowance funds for the Project.

Change Order No. 2 does not modify the original contract times.

Attachments:

Exhibit 1 – Completion Stage Price, Guaranteed Maximum Price, and Change Order #2 Adjustment Price with Contingency and Allowance Funds.

Exhibit 2 – Contingency and Allowance Fund Utilization Procedures

Exhibit 3 – 60% GMP Design Drawings and Specifications

Exhibit 4 – Design Builder Construction Phase GMP Proposal

Exhibit 5 – GMP Assumptions and Clarifications

Exhibit 6 – Completion Phase Design and Engineering Services During Construction

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 995,950.00	Original Contract Times: Substantial Completion: September 18, 2026 Ready for final payment: October 20. 2026
Increase from previously approved Change Orders No. 1: $ 8,675,000.00	Increase previously approved Change Orders No.1 to Substantial Completion: September 18, 2026 Ready for final payment: October 20, 2026
Contract Price prior to this Change Order: $ 9,670,950.00	Contract Times prior to this Change Order: Substantial Completion: September 18, 2026 Ready for final payment: October 20, 2026
Increase this Change Order: $ 13,244,374.00	Increase this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 22,915,324.00	Contract Times with all approved Change Orders: Substantial Completion: September 18, 2026 Ready for final payment: October 20. 2026

Accepted by Design-Builder

By: _____

Title: PRESIDENT

Date: 5/14/2025

Recommended by Owner Site Representative

Robert Bush

Senior Associate

5/14/2025

Authorized by Owner

By: _____

Title: _____

Date: _____

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EXHIBIT 1

Completion Stage Price, Guaranteed Maximum Price, and Change Order #2 Adjustment Price with Contingency and Allowance Funds

1. The Completion Stage Price is $16,331,879.00. This price is composed of
    a. Lump sum component of $15,669,379.00.
    b. Shared Contingency component of $240,000.00
    c. Owner Contingency component of $372,500.00
    d. Owner Allowance component of $50,000.00

2. The Guaranteed Maximum Price, together with the Preliminary Stage Price and Allowance Authorization #1, is $22,915,324.00.

3. **The Contract Price will be adjusted by Change Order No. 2 with the addition of $13,244,374.00**.

    This adjustment is determined as follows:

a.	Preliminary Stage:	$ 995,950.00
b.	Change Order No. 1-Early Equipment:	$ 8,675,000.00
c.	Completion Stage Price:	$16,331,879.00
	Subtotal:	$26,002,829.00
d.	Change Order No. 1 Unused Balance:	($ 3,087,505.00)
e.	Guaranteed Maximum Price:	$22,915,324.00

EXHIBIT 2

Procedures for Contingency and Allowance Fund Utilization

1. The use of Shared Contingency funding shall be determined as follows:
    a. The Design-Builder will utilize the Shared Contingency for the following items
        i. Costs for weather-related delays due to adverse conditions not reasonably anticipated (Costs include, but not limited to, PDB and Subcontractor extended General Conditions and construction equipment rental costs, Engineering Services During Construction, etc.)
        ii. Material & Equipment escalation costs due to market conditions up to 3% cost increases over GMP budget for individual scopes
        iii. Additional Costs in excess of Material Testing budget established in the GMP
        iv. Subcontract & Supplier buy-out differential
        v. Changes to Vertical Turbine Pump scope as design progresses from 60% to 100% completion
        vi. Repairs of the existing facilities or site utilities damaged during Completion Stage Work execution
    b. The Shared Contingency is available for Design-Builder's use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents; provided that no amount will be available for use from the Shared Contingency without approval from the Owner, which shall not be unreasonably withheld. However, no amount of the Contingency is available for costs resulting from defective work, deficient services, negligence, or breach of any provision of the Contract Documents by Design-Builder or anyone for whose acts Design-Builder is responsible.
    c. Design-Builder shall provide Owner written notice of all anticipated charges against the Shared Contingency, and shall provide Owner, as part of the monthly status report, an accounting of the Shared Contingency, including all reasonably foreseen uses or potential uses of the Shared Contingency in the upcoming three (3) months. To the extent Work is provided under a Contingency and not otherwise compensated, it will be compensated based on Cost of the Work, plus the associated Design-Builder Fee, but not to exceed the Contingency amount.
    d. Remaining Shared Contingency Funds at the end of the Project will be shared equally (i.e.50-50 split) between the Design-Builder and Owner.

2. The Owner Contingency shall be for the exclusive use of the Owner for any purpose the Owner chooses in its sole discretion, including additional, expanded, or modified scopes of work. Design-Builder has no right to any allocation from the Owner Completion Contingency. Cost of Work paid for from Owner Contingency shall be determined based on Cost of the Work, plus the associated Design-Builder Fee. In addition to Owner's right to use Owner Contingency for any purpose chosen, this contingency shall be utilized at Owner's direction for the following specific items:

    a. Extended time-critical General Conditions for Design-Builder and affected Subcontractors, Engineering Costs during construction, and construction heavy equipment if project completion gets delayed due to additional scope added by the Owner
    b. Additional Scope as directed by the Owner
    c. Hazardous Materials remediation
    d. Cost escalation due to Force Majure events, pandemics, change in law, executive orders, tariffs, abnormal inflation or market conditions (resulting in costs increases above 3%)
    e. Changes in applicable laws, codes, rules or regulations after approval of GMP
    f. Design changes due to permitting authority review/ public comments of the design documents

g. Additional efforts to eliminate conflicts with existing utilities not identified on contract documents
h. Additional utility tie-in's, relocates (water/sewer/power, etc.) and by-pass pumping activities not identified within the GMP set of design documents
i. Additional sidewalk, pads, paving not identified within the GMP set of design documents
j. Additional Start-up & Testing costs or additional scope for the Vertical Turbine pumps over what is required by the GMP set of design documents.

Remaining Owner Contingency funds at the end of the Project will not be shared between Owner and Design-Builder and will remain 100% the property of the Owner.

3. The Owner Allowance #1 shall be for the exclusive use of the Owner to pay for the optional services by the Desing Engineer to provide Commissioning Support Services. Cost of Work paid for from Owner Allowance shall be determined based on Cost of the Work, plus the associated Design-Builder Fee.

   Remaining Owner Allowance funds at the end of the Project will not be shared between Owner and Design-Builder and will remain 100% the property of the Owner.

EXHIBIT 3

60% GMP Design Drawings and Specifications

DRAWINGS AND SPECIFICATIONS

Document No.	Document Title	Version Date	File Format
01	Fowler WRF RFPS – GMP Drawings 04302025	04/30/25	PDF
02	Fowler WRF RFPS – GMP Specifications 04302025	04/30/25	PDF

EXHIBIT 4

Design-Builder Construction Phase GMP Proposal

Fowler WRF Return Flow to Lake Lanier Phase 2: Pump Station			DATE: 05/13/25 60% Design GMP - FINAL
DESCRIPTION	**QTY**	**UOM**	**TOTAL DIRECT COST**
CONSTRUCTION COSTS	1	LS	$ 10,175,473
DESIGN SERVICES & ENG. SERVICES DURING CONSTRUCTION	1	LS	$ 1,144,189
Subtotal Cost of the Work: Direct Costs (A)			**$ 11,319,662**
Contingencies and Allowance (B)			
Design-Builder Contingency			$ 847,000
Shared Contingency			$ 240,000
Allowance : Landscaping			$ -
Subtotal Contingencies and Allowance (B)			**$ 1,087,000**
Design-Builder General Conditions (C)			
General Conditions			$ 1,615,449
Subtotal Design-Builder General Conditions (C)			**$ 1,615,449**
Support Costs (D)			
Liability Insurance			$ 179,651
Builder's Risk Insurance			$ 97,991
Bond			$ 163,319
Subtotal Support Costs (D)			**$ 440,961**
Subtotal (A+B+C+D)			**$ 14,463,072**
Design-Builder Fee (E)			
Design-Builder Fee (10% of A+B+C+D)			$ 1,446,307
Subtotal Design-Builder Fee (E)			**$ 1,446,307**
Subtotal (A+B+C+D+E)			**$ 15,909,379**
Owner Contingency & Allowances (F)			
Owner Contingency			$ 372,500
Owner Allowance #1 : Engineer Commissioning Services			$ 50,000
Subtotal Owner Contingency & Allowances (F)			**$ 422,500**
TOTAL ESTIMATED COST (A+B+C+D+E+F)			**$ 16,331,879**

EXHIBIT 5

GMP Assumptions & Clarifications

GMP SCOPE ASSUMPTION & CLARIFICATIONS

In assembling the Lump Sum Guaranteed Maximum Price for the Fowler WRF Return Flow to Lake Lanier Phase 2: Pump Station Project, Archer Western Construction has made the following Assumptions and Clarifications:

1. Early Equipment Procurement scope, was included in Change Order No.1 and its respective Allowance Authorization No. 1.

2. Assumed Completion Stage Change Order is approved by Forsyth County by May 20, 2025.

3. Assumed Completion Phase NTP: May 20, 2025; Completion Phase Substantial completion date of September 18, 2026, and Final Completion date of October 20, 2026.

4. Project Schedule is based on lead times provided by the equipment suppliers proposed for this project and included in this GMP, and assumes no delays related to disruptions to current market conditions or delays related to any type of trade restrictions.

5. Additional costs related to Dues, Taxes, etc. that are not in place on this GMP submission are excluded for the direct cost of work and are to be paid for from Owner Contingency.

6. Tariff costs and tariff cost impacts to tariff exempt materials are excluded from the direct cost of work, and are to be paid for from Owner Contingency.

7. Costs related to changes in applicable laws, codes, rules or regulations after approval of the GMP and Contract Change Order are excluded from the direct cost of work, and are to be paid for from Owner Contingency.

8. Costs related to Cost Escalations due to Force Majure events, pandemics, change in law, executive orders, abnormal inflation or market conditions are excluded from the direct cost of work, and are to be paid for from Owner Contingency.

9. Potable water service is not provided for this facility, and instead reuse water will be supplied from the Discharge header by means of 1" PVC Pipe W3 Water System, Tap 36" FW Header, 1" PRV, and (2) Hose Stations.

10. We have included the E-One Package Pump Station, Model WH482-75 same as shown on 005-Y-204 of the Return Flow Facility drawings. Along with the pump station discharge piping under the existing road is provided to connect to the existing force main.

11. We have included no cost for the Sawnee Utility Transformers and assumed that Sawnee is furnishing and installing the transformers, transformer pads and wire from service to transformer.

12. A swale south of the future oxygenation system is provided to channel sheet flow rain water from the pavement area to the existing channel running north to south just west of Carolene Way. No new stormwater collection and conveyance piping is included in the scope.

13. Site lighting will be provided by attaching lights to the exterior of the building. No additional site lighting is assumed.

14. No eaves are provided for the building. In Workshop #5 it was discussed that eaves would be added to the building, however after looking into further it was determined that the existing buildings do not have eaves, and intent of the current design is to match the looks of the existing facility.

15. Conduit only to the future oxygenation is provided

16. Included guard rail at Surge Tank to protect from vehicles

17. Included unreinforced concrete encasement under the paving for the 3/4" oxygenation piping.

18. No provisions are included to for close loop system testing to cycle water from the pump station back to the tank.

19. Included is an additional four feet of wall height of the building to provide enough vertical clearance for the monorail to pick a gate valve and transfer to the area by the overhead door for unloading onto a truck.

20. Duct bank to the future return flow facility is included and stops beyond the asphalt paving near the Future Superoxygenation System. Wire to future is excluded

21. Assume excavated earth materials can be stockpiled adjacent to the project site with excess materials remaining at the stockpile location at project completion, no offsite excess materials disposal is included

22. No milling and overlaying of any existing roads is included, only patching of new pipe crossing locations is included

23. Interior building slab epoxy coatings are excluded

24. No hazardous materials or hazardous waste is anticipated or included

25. Additional landscaping features except for grassing are excluded.

EXHIBIT 6

Completion Phase Design & Engineering Services During Construction

DESIGN ENGINEER COMPLETION STAGE SERVICES

SCOPE OF WORK

Design Engineer scope of services for Completion Stage includes the preparation and provision of final design, including final plans and specifications, construction support services, and commissioning support services.

GENERAL

1. Schedule shall be as outlined in GMP Package Part 7 - "Schedule."
2. Scope shall be in support of the work outlined in the Owner RFP for the Completion Stage, Exhibit C, Article 2.1.5. and as further clarified within this document.

SCOPE OF SERVICES

1. Complete design from 60% (Issued for GMP) to 100%/Issued for Construction (IFC) Documents.
    a. Design Management
        1) Prepare for and attend Completion Stage Kickoff Meeting with Owner and Design-Builder.
        2) Prepare for and attend periodic Design Team coordination meetings during design completion (60%-100%).
        3) Prepare for and attend bi-weekly Design-Builder coordination meetings (12 meetings).
        4) Prepare for and attend monthly meetings with the Owner/Owner's Advisor (3 meetings).
        5) Prepare monthly status reports, schedule updates, and invoices for services (3 months).
    b. In coordination with Design-Builder, obtain required permits.
        1) Submit "Issued for Permit" documents for agency review. IFP documents will be signed and sealed by the Engineer of Record, as required.
        2) Revise IFP documents to incorporate comments from permit agency review.
        3) Submit revised IFP documents to permitting agencies, as required, for issuance of permit(s). Design-Builder to pay permit review fees.
    c. Incorporate additional detail as required to produce 100%/IFC documents from GMP documents. This includes completing items identified in the "GMP Gap List" as may remain for completion final GMP Submittal, dated April 30, 2025, and detail as may be required and requested by Design-Builder for construction. Advance the construction drawings and technical specifications to 100% completion. Drawings and Specifications will be updated to represent equipment and materials of construction selected under GMP.
    d. 100%/IFC Documents (Drawings and Specifications) will be delivered in portable document format (PDF) for distribution to Owner and Design-Builder. IFC Documents will be uploaded to Owner's PMIS (Procore) for the project record.

e. Upload BIM/CAD model in accordance with the BIM Execution Plan (BXP) using the Design-Builder's cloud-based service (Autodesk Cloud).
    1) Complete interference checks and provide report to Design-Builder for 60% Issued for GMP and 100%/IFC milestones.
    2) Attend up to four coordination meetings with Design-Builder and update model accordingly.

2. Construction Support Services

a. Construction support services assumed to be for 12 months (based on Owner's NTP in May 2025, a Construction Start Date of October 2025, and project Final Completion in October 2026).
b. As Engineer of Record, Designer will perform the duties and responsibilities of the "Engineer" as defined in the Construction Documents between Owner and the Design-Builder.
c. Interpret the plans and specifications. Provide requested interpretations to the Owner and Design-Builder in a timely manner. The interpretations will be formally communicated as RFIs. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of Design-Builder's work.
d. Prepare necessary technical documentation for proposed changes.
e. Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Design-Builder.
f. Review and approve or take other appropriate action with respect to Operations and Maintenance Manuals submitted by the Design-Builder as required by the Technical Specifications and the Progressive Design-Build Contract.
g. Review and evaluate modifications to the scope of work suggested by the Design-Builder and make recommendations.
h. Designer will, in the company of Owner and the Design-Builder, perform an inspection of the Work to determine if Designer considers the Work substantially complete and ready for startup. If substantially complete, the Designer will prepare and deliver a recommendation to the Owner to issue a certificate of Substantial Completion. Designer will prepare and distribute a punch list to Design-Builder of items likely necessary for final acceptance of the project.
i. Construction Management
    1) Prepare for and attend monthly Design-Builder coordination meetings (14 meetings).
    2) Prepare monthly status reports, schedule updates, and invoices for services (14 months).
j. Use the Owner's PMIS (Procore) for project documentation.
k. Attend monthly progress meetings (14 total) with the Owner, Owner's Advisor, and Design-Builder.
l. Visit the site on a bi-weekly basis (22 total). Prepare written report and communicate observations with Design-Builder.

m. Review Design-Builder submittals (shop drawings, requests for information, and other submittals as indicated in the project specifications). Coordinate with Design-Builder for resolution of noted deficiencies. A total of 150 submittals and two reviews per submittal is included.

n. Upon completion of construction, prepare project Record Documents that capture changes made during construction. Deliverables include:
    1) Design Report (PDF).
    2) Technical Specifications (PDF).
    3) Drawings (PDF, native BIM/CAD, DWG, RVT).
    4) Upload to Owner's PMIS (Procore) or Design-Builder's PMIS (Autodesk Construction Cloud) for the project record.

o. Provide the services of a Resident Project Representative (RPR) to perform periodic construction observations. Estimate includes 11 months at 10 hours per week (480 hours total) overlapping with OSR services currently being performed by Hazen & Sawyer at this project site to monitor compliance with the Contract Documents and assist the Design-Builder in successfully completing the project. The duties and responsibilities of the RPR (Resident Project Representative) will be as follows:
    1) Observe progress and quality of the Work.
    2) Conduct on-site observations of the Work in progress to assist in determining if the Work is in general proceeding in accordance with the Construction Documents.
    3) Verify quantities for pay requests.
    4) Attend meetings with Design-Builder.
    5) Report to Designer whenever RPR believes that any part of Design-Builder's work in progress will not produce a completed Project that conforms generally to the Contract Documents.
    6) Advise Designer of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
    7) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner personnel, and that the Design-Builder maintains adequate records thereof.
    8) Participate in preparation of substantial and final completion punch lists.
    9) Witness the acceptance testing and startup of equipment in the field by manufacturers' technical representatives as required by the Contract Documents.
    10) Assist with coordination of special inspections testing services with Design-Builder and completion of special inspections as delegated by Designer.

p. Conduct or provide the services of an IBC Special Inspections subcontractor to comply with the requirements of the 100%/IFC Documents. This generally includes visual verifications or observations of the installation of concrete, masonry, rebar, and steel.

Design-Builder will subcontract with an independent testing firm to perform any special inspection requirements such as subgrade geotechnical, concrete materials, and weld testing in accordance with the 100%/IFC Documents.

3. Commissioning Support Services – Optional (to be paid for from Owner Allowance #1)

    a. Support Design-Builder in developing commissioning plan and checklist. Design-Builder will create the Commissioning and Start-up Plans with assistance from Designer. Designer will develop at a minimum the maintenance of plant operations (MOPO) requirements, develop unit process testing procedures (performance based), and sampling and analyses that may be required as part of the Plan. Development of these plans will be a collaborative effort with equal level of effort between Design-Builder and Designer.
    b. Provide field support for commissioning services over the one-month commissioning period (hours based on 10 days of support services at the site). Support will generally be by Design Consultant's process mechanical, electrical, and instrumentation/controls personnel.
    c. Review test reports developed by Design-Builder; coordinate with Design-Builder for resolution of any deficiencies.

4. Additional Design and Engineering Services will be billed in accordance with the Schedule of Hourly Rates for additional services provided below.

SCHEDULE OF HOURLY RATES FOR ADDITIONAL SERVICES

Labor Category	2025 Hourly Rate
Principal/Senior QA/QC	$ 294
Chief Engineer	$ 254
Senior Engineer	$ 217
Project Engineer	$ 191
EIT 2	$ 168
EIT 1	$ 138
Intern/Co-Op	$ 70
Senior BIM/CAD Designer	$ 187
BIM/CAD Designer	$ 153
BIM/CAD Technician	$ 117
Corporate Admin	$ 113
Registered Architect	$ 217
Architectural Professional	$ 185
Architectural Support Professional	$ 138
Chief Construction Manager	$ 243
Senior Construction Manager	$ 161
Construction Manager	$ 129
Senior Construction Representative	$ 149
Resident Representative II	$ 119
Resident Representative I	$ 107

***Rates are subject to an annual increase or 3% starting January 1, 2026 and every year thereafter**

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Capital Projects Management	**Submitted by:**	Jacquelynn Ibrahim, Transportation Project Manager I
Date Submitted:	05/08/2025	**Presenter:**	Jacquelynn Ibrahim
Meeting Date:	5/20/2025	**Department Head:**	John Jefferson

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Task Order 8 under the existing Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services (CEI) As-Needed Services Agreement dated May 18, 2022 with BCC Engineering, LLC d/b/a Heath & Lineback in the amount of $237,000.00 for SPLOST IX Program Management. Staff requests this Item be considered on a "*Time Sensitive"* basis - Transportation Project Manager, Department of Capital Projects

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
SPLOST IX Bond (Program Management)	$237,000	$237,000	CONSTRB-PMPROFEES-CONSULTANT

Finance Department Review/Comments:

Reviewed by: Laura Calfee

Comments: Consulting services for SPLOST IX Bond projects; services provided for dedicated program management for 33 identified projects.

Procurement Department Review/Comments:

Reviewed by: Adrian Casey

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: no, Task Order is based on a template approved by Legal

Reviewed by:

Comments:

Comments by Legal:

Workflow Selected: **CM Approval w/ Procurement and Finance Review**

Approval List:

Jacquelynn Ibrahim, Capital Projects Management	Created/Initiated - 5/8/2025
John Jefferson, Capital Projects Management	Approved - 5/11/2025

Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

Forsyth County Board of Commissioners

Roadway and Connectivity/Pedestrian Construction Engineering and Inspection (CEI) Services

As-Needed Services Agreement

Task Order No. 8

Task Order No. 8 is an attachment to the Roadway and Connectivity/Pedestrian Construction Engineering and Inspection Services As-Needed Services Agreement ("AGREEMENT") between Heath & Lineback/BCC Engineering, LLC ("ENGINEER") and the Forsyth County Board of Commissioners ("OWNER"), dated May 18, 2022 (Civic Clerk Item 2022-3241), for a PROJECT described as follows: 2024 SPLOST TRANSPORTATION - CAPITAL IMPROVEMENT PROGRAM – PROGRAM MANAGEMENT.

Article 1. PROJECT UNDERSTANDING

The SPLOST PROGRAM MANAGEMENT Project consists of delivery of **33** projects consisting of roadway/operational improvements and multi-use trail facilities. The objective is the critical importance of properly managing and delivering the design and construction of the identified projects. The goal is to deliver meaningful progress (completed projects being used by motorists, bicyclists and pedestrians) within a 24-month time frame. H&L has the experience, expertise and resources available to commit our full support to you in this endeavor. Projects will be estimated and prioritized based upon an agreed upon framework to include but not limited to: cost, complexity, right of way requirement, environmental impacts, etc.

Article 2. SCOPE OF SERVICES

Task 1- Program Management

The ENGINEER will perform the following project management services:

1. Advise and provide strategic and day to day oversight and direction to the OWNER.
2. Prepare and maintain, together with OWNER's staff, a Program Management Plan for use by the project team. This includes establishing communication protocols, and design and process standards.
3. Oversee, manage, and support the pre-construction project design and delivery.
4. Develop monthly progress reports that include accomplishments during the most recent reporting period, tracking of issues and action items identified, contract status, and other related information. Monthly reports shall be reviewed as part of the monthly status meetings with the project team.
5. Schedule and attend meetings with County to agree on the Breakdown of the Work and Procurement Methodology
6. Develop and manage project schedules and provide budget/cost oversight of all project elements and resources.
7. Develop and provide initial opinion of probable project cost including inflation/escalation.

8. Attend meetings with Contractors to obtain their input/discussion of contract size/ bonding etc.
9. Attend Pre-RFQ Meeting with Consultants to discuss the procurement philosophy.
10. Assist with preparing, reviewing County RFQ and Contracts for consultants and contractors.
11. Provide coordination with County for advertisement of the Consultant RFQ.
12. Attend and advise as County selects the prequalified consultants.
13. Attend Pre-RFQ Meeting with Contractors to discuss the procurement philosophy
14. Provide coordination with County for advertisement of the Contractor RFQ
15. Attend and advise as County selects the prequalified contractors
16. Coordinate and participate in progress meetings with federal, state, and local agencies, consultants, contractors, and utility owners, develop required materials for each meeting.
17. Support the OWNER with public outreach efforts, which may include, responding to inquiries and complaints.

Article 3. ASSUMPTIONS

- Staffing levels per staffing plan transmitted as an attachment to this task order. Deviations will be eligible for adjustment to task order.
- Actual monthly billing will be based on staffing and level of effort approved by the County and performed by the Program Management team, per submitted time sheets and other backup.

Article 4. DELIVERABLES

- Project documentation associated with the activities included in this Task Order, as needed.
- Breakdown of the Work and Procurement Methodology
- Initial opinion of probable total project costs (construction, right of way, utilities, environmental mitigation)

Article 5. PROJECT TEAM AND ORGANIZATION

The proposed PROJECT team includes the following key members:

Program Manager:	Scott Greene, P.E.
Principal Engineer:	Allen Krivsky, P.E, Sr VP
Alternative Delivery (D-B) Subject Matter Expert:	John Heath, P.E., Exec. VP
Senior Roadway Engineer:	Warren Dimsdale, P.E.
Senior Trail Engineer:	Patrick Peters, P.E.
Utility Coordinator:	Jonas Kelly, P.E.
Resident Construction Engineer:	Michael Valdes, CEI Resident Engineer
GIS Specialist:	Phillip Henson
Designer/Technician	Various Staff

This is not an exhaustive list of all ENGINEER staff who will bill to the PROJECT, and the ENGINEER reserves the right to add or replace staff as needed.

Article 6. SCHEDULE

This task order duration is for four (4) months.

Article 7. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

As defined in the Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services As-Needed Services Agreement between OWNER and ENGINEER dated May 18, 2022, using the ENGINEER's Loaded Hourly Rates for the calendar year in which the work is performed. The Not-To-Exceed Amount for each task is provided in the Cost Summary Table below. The budgeted costs for the work are provided by year, by position, and by task in Exhibit 1.

The total cost for services associated with the Tasks in this proposal are as follows:

Task	**Budget**
1. Program Management	237,000.00
Total Contract Value:	**237,000.00**

ENGINEER will be approved for a Total Task Order Value of $237,000.00 to complete the scope of services. OWNER will be invoiced on a monthly basis at the contract rates in effect at the time the work is performed.

ENGINEER reserves the right to reallocate labor hours and the associated budget among the Tasks as necessary in order to achieve the most efficient project delivery. The total cost for Task Order No. 8 will not exceed **$237,000.00** unless changed by written amendment signed by both Parties.

OTHER PROVISIONS

As provided in the Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services As-Needed Services Agreement; this Task Order will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **Forsyth County Board of Commissioners**,

Dated this _____ day of _____, 2025

By:_____

Name Title

For the ENGINEER, **BCC Engineering, LLC d/b/a Heath & Lineback**,

Dated this 7th day of May, 2025

By: W. Allen Krivsky Senior Vice President

Name Title

SPLOST IX Bond Proposed Transportation Projects

ACTIVE/PEDESTRIAN TRANSPORTATION PROJECTS

Project Name	From	To	Project Code
Multi-use Trail Projects			
Jot Em Down Road	East Forsyth High School	Post Oak Lane	P25SG
Shady Grove Road/Shadburn Ferry Road	SR 369	Shady Grove Campground	P25JD
Sidewalk Projects			
Nichols Drive	Nichols Road	Rockbass Road	PEB41
Kelly Mill Road	Big Creek Greenway	Bethelview Road	PEB37
Christopher Robin Road	Caney Road	McGinnis Ferry Road	PEB42
Southers Circle/Settles Road	James Burgess Road	Grand Cascades to Southers	PEB39
James Road/Martin Drive	SR 9 (Atlanta Hwy)	Wakefield Trace	PEB36
Heardsville Road	Watson Road	Heardsville Circle	PEB43
Drew Road	Post Road	SR 141 (Bethelview Road)	PEB44
Tidwell Road	SR 9 (Atlanta Hwy)	James Road	PEB45
Little Mill Road	Valley Forest Drive	Paddocks Mill Drive	PEB46
Piney Grove Drive	Castleberry Road	Hanson Farms Lane	PEB47
Shiloh Road	Union Hill Road	Shiloh Road East	PEB48
Gilbert Road	Old Atlanta Road	Trammel Road	PEB49

INTERSECTIONS

Project Name	Description	
Majors Road at Shiloh Road	Relocation and Roundabout	PE120
Laurel Springs Parkway at Mathis Airport Rd	Traffic Signal and Add Right Turn Lane on Mathis Airport Road	PE121
Mathis Airport Pkwy at Mathis Airport Rd	Traffic Signal and Extend Right Turn Lane	PE132
Shady Grove Road at Chattahoochee Road	Roundabout	PE145
Hubert Martin Road at Oak Grove Circle	Traffic Signal or Roundabout	PE134
Echols Road at Haw Creek Park Entrance	Roundabout	PE131
Martin Road at Shadburn Road	Roundabout	PE124
Heardsville Circle at Pooles Mill Road	Roundabout or Realignment	PE146
Hurt Bridge Road at Watson Road	Roundabout	PE123
Wallace Tatum Road at McBrayer Road	Roundabout	PE126
John Burruss Road at Hendrix Road	Roundabout	PE125
Hurt Bridge Road at Holbrook Road	Traffic Signal or Roundabout	PE135
Spot Road at West McCoy Circle	Realignment	PE147
Wallace Tatum Road at Seabolt Drive	Roundabout	PE127
Mt. Tabor Road at Westray Road	Traffic Signal or Roundabout	PE133
SR 9 at Hopewell Road	Roundabout	PE149
Holtzclaw Road at Chattahoochee Road	Roundabout	PE148
Bannister Road at Elmo Road	TBD(Possible Road Realignment)	PEI85

OPERATIONS

Longstreet Church Road	Cherokee County Line	Campground Road	PEF49

SPLOST IX Funding

ACTIVE TRANSPORTATION PROJECTS				
Project Name	**From**	**To**	**Estimate**	**District**
Multi-use Trail Projects				
Jot Em Down Road (design only)	East Forsyth High School	Post Oak Lane	$ 600,000.00	4
Shady Grove Road/Shadburn Ferry Road	SR 369	Shady Grove Campground	$ 6,994,000.00	4
Sidewalk Projects			(In addition to FLAP $5,000,000)	
Nichols Drive	Nichols Road	Rockbass Road	$ 735,260.00	2
Kelly Mill Road	Big Creek Greenway	Bethelview Road	$ 789,088.00	3
Christopher Robin Road	Caney Road	McGinnis Ferry Road	$ 1,782,033.00	5
Southers Circle/Settles Road	James Burgess Road	Grand Cascades to Southers	$ 6,248,498.00	2
James Road/Martin Drive	SR 9 (Atlanta Hwy)	Wakefield Trace	$ 857,370.00	`
Heardsville Road	Watson Road	Heardsville Circle	$ 2,996,549.00	1
Drew Road	Post Road	SR 141 (Bethelview Road)	$ 1,787,173.00	1,3
Tidwell Road	SR 9 (Atlanta Hwy)	James Road	$ 559,957.00	3
Little Mill Road	Valley Forest Drive	Paddocks Mill Drive	$ 1,397,015.00	4
Piney Grove Drive	Castleberry Road	Hanson Farms Lane	$ 403,825.00	3
Shiloh Road	Union Hill Road	Shiloh Road East	$ 1,757,183.00	5
Gilbert Road	Old Atlanta Road	Trammel Road	$ 1,555,877.00	2
			$28,463,828	

INTERSECTIONS				
Project Name	**Description**			
Majors Road at Shiloh Road	Relocation and Roundabout		$ 3,227,057.00	5
Laurel Springs Parkway at Mathis Airport Rd	Traffic Signal and Add Right Turn Lane on Mathis Airport Road		$ 771,131.00	5
Mathis Airport Pkwy at Mathis Airport Rd	Traffic Signal and Extend Right Turn Lane		$ 1,643,375.00	5
Shady Grove Road at Chattahoochee Road	Roundabout		$ 3,484,100.00	4
Hubert Martin Road at Oak Grove Circle	Traffic Signal or Roundabout		$ 1,643,375.00	4
Echols Road at Haw Creek Park Entrance	Roundabout		$ 1,643,375.00	2
Martin Road at Shadburn Road	Roundabout		$ 1,643,375.00	4
Heardsville Circle at Pooles Mill Road	Roundabout or Realignment		$ 1,643,375.00	1
Hurt Bridge Road at Watson Road	Roundabout		$ 1,643,375.00	1
Wallace Tatum Road at McBrayer Road	Roundabout		$ 1,643,375.00	1
John Burruss Road at Hendrix Road	Roundabout		$ 1,949,147.00	1
Hurt Bridge Road at Holbrook Road	Traffic Signal or Roundabout		$ 1,643,375.00	1
Spot Road at West McCoy Circle	Realignment		$ 2,669,113.00	1
Wallace Tatum Road at Seabolt Drive	Roundabout		$ 1,643,375.00	1
Mt. Tabor Road at Westray Road	Traffic Signal or Roundabout		$ 1,643,375.00	1
SR 9 at Hopewell Road	Roundabout		$ 3,654,651.00	4
Holtzclaw Road at Chattahoochee Road	Roundabout		$ 974,574.00	4
			$ 33,163,523.00	

SPLOST IX Funding

Project Name	From	To	Estimate	District
CAPACITY				
Bannister Road at Elmo Road	SR 369 at Dr. Bramblett Road	Bannister Road	$ 14,009,494.00	1,4
Holtzclaw Road/Rowe Lane Extension	SR 369	SR 306 via Rowe Lane	$ 3,570,000.00	4
			$ 17,579,494.00	
OPERATIONS				
Longstreet Church Road	Cherokee County Line	Campground Road	$ 646,296.00	3
Old Atlanta Road Safety Improvements	Ronald Reagan Boulevard	Melody Mizer Lane	$ 6,396,000.00	2
			$ 7,042,296.00	
			Total	
			$ 86,249,141.00	
Resurfacing Program			$ 22,861,238.00	
Traffic Safety, Grade Base and Pave, Culvert, Professional Fees			$ 6,170,256.00	
		Total	**$ 115,280,635.00**	
SPLOST Allocation for Roads 6-Year Program			**$ 113,121,785.00**	
Potential TSPLOST Projects				
Tidwell Road Grade Base and Pave				3
Carter Drive Grade Base and Pave and Extension				5
Little Mill Middle School Staging Lanes				4

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Capital Projects Management	**Submitted by:**	Jacquelynn Ibrahim, Transportation Project Manager I
Date Submitted:	05/08/2025	**Presenter:**	Jacquelynn Ibrahim
Meeting Date:	5/20/2025	**Department Head:**	John Jefferson

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Task Order 9 under the existing Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services (CEI) As-Needed Services Agreement dated May 18, 2022 with BCC Engineering, LLC d/b/a Heath & Lineback in the amount of $992,500.00 for SPLOST IX detailed scoping and CEI services. Staff requests this Item be considered on a *"Time Sensitive*" basis - Transportation Project Manager, Department of Capital Projects

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
SPLOST IX Bond (CEI)	$992,500	$992,500	PRECONSTRB-PROFSERV-CEI

Finance Department Review/Comments:

Reviewed by: Laura Calfee

Comments: Consulting services for SPLOST IX Bond projects; services provided for CEI services for 33 identified projects.

Procurement Department Review/Comments:

Reviewed by: Adrian Casey

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: no, Task Order is based on a template approved by Legal.

Reviewed by:

Comments:

Comments by Legal:

Workflow Selected: **CM Approval w/ Procurement and Finance Review**

Approval List:

Jacquelynn Ibrahim, Capital Projects Management	Created/Initiated - 5/8/2025
John Jefferson, Capital Projects Management	Approved - 5/11/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025

Barry Lucas, Administration	Approved - 5/12/2025
David McKee, Administration	New -

Forsyth County Board of Commissioners

Roadway and Connectivity/Pedestrian Construction Engineering and Inspection (CEI) Services

As-Needed Services Agreement

Task Order No. 9

Task Order No. 9 is an attachment to the Roadway and Connectivity/Pedestrian Construction Engineering and Inspection Services As-Needed Services Agreement ("AGREEMENT") between Heath & Lineback/BCC Engineering, LLC ("ENGINEER") and the Forsyth County Board of Commissioners ("OWNER"), dated May 18, 2022 (Civic Clerk Item 2022-3241), for a PROJECT described as follows: 2024 SPLOST TRANSPORTATION - CAPITAL IMPROVEMENT PROGRAM – PROGRAM MANAGEMENT.

Article 1. PROJECT UNDERSTANDING

The SPLOST PROGRAM MANAGEMENT Project consists of delivery of 33 projects consisting of roadway/operational improvements and multi-use trail facilities. The objective is the critical importance of properly managing and delivering the design and construction of the identified projects. The goal is to deliver meaningful progress (completed projects being used by motorists, bicyclists and pedestrians) within a 24-month time frame. H&L has the experience, expertise and resources available to commit our full support to you in this endeavor.

Article 2. SCOPE OF SERVICES

Task 2- Detailed Scoping of Projects (Concept Documents)

The ENGINEER will perform the following project management services:

1. Advise and provide strategic and day to day oversight and direction to the OWNER.
2. Prepare and maintain, together with OWNER's staff, a Program Management Plan for use by the project team. This includes establishing communication protocols, and design and process standards.
3. Oversee, manage, and support the pre-construction project design and delivery.
4. Develop monthly progress reports that include accomplishments during the most recent reporting period, tracking of issues and action items identified, contract status, and other related information. Monthly reports shall be reviewed as part of the monthly status meetings with the project team.
5. Support the OWNER with public outreach efforts, which may include, responding to inquiries and complaints.
6. Detailed Scoping of Projects (Concept Documents)
    a. Develop base engineering (from GIS)
        i. Corridor length and width
        ii. Traffic data
        iii. Typical Sections

iv. Existing utility identification
v. Existing drainage facilities and features
vi. Environmental screening and constraints
vii. Right of way understanding and coordination with County for early acquisition

b. Develop and provide opinion of probable project cost including inflation/escalation.
c. Develop base Design-Build Contracts
i. Scope
ii. Technical
iii. Schedule
iv. List of required bid items

7. Develop and manage project schedules and provide budget/cost oversight of all project elements and resources.
8. Coordinate and participate in progress meetings with federal, state, and local agencies, consultants, and contractors, and develop required materials for each meeting.
9. Provide assistance to the OWNER with the following:
a. Permits, regulatory environmental, history, cultural, archaeology, and air and noise reviews and /or preparation.
b. All planning efforts required for project development, including but not limited to, studies, technical evaluations, assessments, testing, surveys, etc.
c. All efforts related to land acquisition, included but not limited to, appraisals and cost to cure reports.
d. All efforts related to utility coordination and relocation.
e. Review of planning and design documents including constructability reviews and compliance with all applicable engineering requirements and standards.

Article 3. ASSUMPTIONS

- Staffing levels per staffing plan transmitted as an attachment to this task order. Deviations will be eligible for adjustment to task order.
- Actual monthly billing will be based on staffing and level of effort approved by the County and performed by the Program Management team, per submitted time sheets and other backup.

Article 4. DELIVERABLES

- Project documentation associated with the activities included in this Task Order, as needed.
- Project concept documents
- Opinion of probable total project costs (construction, right of way, utilities, environmental mitigation)
- Base Design-Build Contracts

Article 5. PROJECT TEAM AND ORGANIZATION

The proposed PROJECT team includes the following key members:

Program Manager:	Scott Greene, P.E.
Principal Engineer:	Allen Krivsky, P.E, Sr VP
Alternative Delivery (D-B) Subject Matter Expert:	John Heath, P.E., Exec. VP

Senior Roadway Engineer:	Warren Dimsdale, P.E.
Senior Trail Engineer:	Patrick Peters, P.E.
Utility Coordinator:	Jonas Kelly, P.E.
Resident Construction Engineer:	Michael Valdes, CEI Resident Engineer
GIS Specialist:	Phillip Henson
Designer/Technician	Various Staff

This is not an exhaustive list of all ENGINEER staff who will bill to the PROJECT, and the ENGINEER reserves the right to add or replace staff as needed.

Article 6. SCHEDULE

This task order duration is for nine (9) months.

Article 7. COMPENSATION

Compensation by OWNER to ENGINEER will be as follows:

As defined in the Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services As-Needed Services Agreement between OWNER and ENGINEER dated May 18, 2022, using the ENGINEER's Loaded Hourly Rates for the calendar year in which the work is performed. The Not-To-Exceed Amount for each task is provided in the Cost Summary Table below. The budgeted costs for the work are provided by year, by position, and by task in Exhibit 1.

The total cost for services associated with the Tasks in this proposal are as follows:

Task	**Budget**
1. Detailed Scoping of Projects	592,500.00
2. Subconsultant Services (Environmental, Survey, S.U.E, RW Cost Estimate)	400,000.00
Total Contract Value:	**992,500.00**

ENGINEER will be approved for a Total Task Order Value of $992,500.00 to complete the scope of services. OWNER will be invoiced on a monthly basis at the contract rates in effect at the time the work is performed.

ENGINEER reserves the right to reallocate labor hours and the associated budget among the Tasks as necessary in order to achieve the most efficient project delivery. The total cost for Task Order No. 9 will not exceed **$992,500.00** unless changed by written amendment signed by both Parties.

OTHER PROVISIONS

As provided in the Roadway and Connectivity/Pedestrian Construction Engineer and Inspection Services As-Needed Services Agreement; this Task Order will become part of the referenced AGREEMENT when executed by both parties.

For the OWNER, **Forsyth County Board of Commissioners**,

Dated this _____ day of _____, 2025

By:_____

Name Title

For the ENGINEER, **Heath & Lineback Engineers, Inc. /BCC Engineering, LLC**,

Dated this 7th day of May, 2025

By: W. Allen Krivsky Senior Vice President

Name Title

SPLOST IX Bond Proposed Transportation Projects

ACTIVE/PEDESTRIAN TRANSPORTATION PROJECTS

Project Name	From	To	Project Code
Multi-use Trail Projects			
Jot Em Down Road	East Forsyth High School	Post Oak Lane	P25SG
Shady Grove Road/Shadburn Ferry Road	SR 369	Shady Grove Campground	P25JD
Sidewalk Projects			
Nichols Drive	Nichols Road	Rockbass Road	PEB41
Kelly Mill Road	Big Creek Greenway	Bethelview Road	PEB37
Christopher Robin Road	Caney Road	McGinnis Ferry Road	PEB42
Southers Circle/Settles Road	James Burgess Road	Grand Cascades to Southers	PEB39
James Road/Martin Drive	SR 9 (Atlanta Hwy)	Wakefield Trace	PEB36
Heardsville Road	Watson Road	Heardsville Circle	PEB43
Drew Road	Post Road	SR 141 (Bethelview Road)	PEB44
Tidwell Road	SR 9 (Atlanta Hwy)	James Road	PEB45
Little Mill Road	Valley Forest Drive	Paddocks Mill Drive	PEB46
Piney Grove Drive	Castleberry Road	Hanson Farms Lane	PEB47
Shiloh Road	Union Hill Road	Shiloh Road East	PEB48
Gilbert Road	Old Atlanta Road	Trammel Road	PEB49

INTERSECTIONS

Project Name	Description	
Majors Road at Shiloh Road	Relocation and Roundabout	PE120
Laurel Springs Parkway at Mathis Airport Rd	Traffic Signal and Add Right Turn Lane on Mathis Airport Road	PE121
Mathis Airport Pkwy at Mathis Airport Rd	Traffic Signal and Extend Right Turn Lane	PE132
Shady Grove Road at Chattahoochee Road	Roundabout	PE145
Hubert Martin Road at Oak Grove Circle	Traffic Signal or Roundabout	PE134
Echols Road at Haw Creek Park Entrance	Roundabout	PE131
Martin Road at Shadburn Road	Roundabout	PE124
Heardsville Circle at Pooles Mill Road	Roundabout or Realignment	PE146
Hurt Bridge Road at Watson Road	Roundabout	PE123
Wallace Tatum Road at McBrayer Road	Roundabout	PE126
John Burruss Road at Hendrix Road	Roundabout	PE125
Hurt Bridge Road at Holbrook Road	Traffic Signal or Roundabout	PE135
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Wallace Tatum Road at Seabolt Drive	Roundabout	PE127
Mt. Tabor Road at Westray Road	Traffic Signal or Roundabout	PE133
SR 9 at Hopewell Road	Roundabout	PE149
Holtzclaw Road at Chattahoochee Road	Roundabout	PE148
Bannister Road at Elmo Road	TBD(Possible Road Realignment)	PEI85

OPERATIONS

Longstreet Church Road	Cherokee County Line	Campground Road	PEF49

SPLOST IX Funding

ACTIVE TRANSPORTATION PROJECTS				
Project Name	**From**	**To**	**Estimate**	**District**
Multi-use Trail Projects				
Jot Em Down Road (design only)	East Forsyth High School	Post Oak Lane	$ 600,000.00	4
Shady Grove Road/Shadburn Ferry Road	SR 369	Shady Grove Campground	$ 6,994,000.00	4
Sidewalk Projects			(In addition to FLAP $5,000,000)	
Nichols Drive	Nichols Road	Rockbass Road	$ 735,260.00	2
Kelly Mill Road	Big Creek Greenway	Bethelview Road	$ 789,088.00	3
Christopher Robin Road	Caney Road	McGinnis Ferry Road	$ 1,782,033.00	5
Southers Circle/Settles Road	James Burgess Road	Grand Cascades to Southers	$ 6,248,498.00	2
James Road/Martin Drive	SR 9 (Atlanta Hwy)	Wakefield Trace	$ 857,370.00	`
Heardsville Road	Watson Road	Heardsville Circle	$ 2,996,549.00	1
Drew Road	Post Road	SR 141 (Bethelview Road)	$ 1,787,173.00	1,3
Tidwell Road	SR 9 (Atlanta Hwy)	James Road	$ 559,957.00	3
Little Mill Road	Valley Forest Drive	Paddocks Mill Drive	$ 1,397,015.00	4
Piney Grove Drive	Castleberry Road	Hanson Farms Lane	$ 403,825.00	3
Shiloh Road	Union Hill Road	Shiloh Road East	$ 1,757,183.00	5
Gilbert Road	Old Atlanta Road	Trammel Road	$ 1,555,877.00	2
			$28,463,828	

INTERSECTIONS				
Project Name	**Description**			
Majors Road at Shiloh Road	Relocation and Roundabout		$ 3,227,057.00	5
Laurel Springs Parkway at Mathis Airport Rd	Traffic Signal and Add Right Turn Lane on Mathis Airport Road		$ 771,131.00	5
Mathis Airport Pkwy at Mathis Airport Rd	Traffic Signal and Extend Right Turn Lane		$ 1,643,375.00	5
Shady Grove Road at Chattahoochee Road	Roundabout		$ 3,484,100.00	4
Hubert Martin Road at Oak Grove Circle	Traffic Signal or Roundabout		$ 1,643,375.00	4
Echols Road at Haw Creek Park Entrance	Roundabout		$ 1,643,375.00	2
Martin Road at Shadburn Road	Roundabout		$ 1,643,375.00	4
Heardsville Circle at Pooles Mill Road	Roundabout or Realignment		$ 1,643,375.00	1
Hurt Bridge Road at Watson Road	Roundabout		$ 1,643,375.00	1
Wallace Tatum Road at McBrayer Road	Roundabout		$ 1,643,375.00	1
John Burruss Road at Hendrix Road	Roundabout		$ 1,949,147.00	1
Hurt Bridge Road at Holbrook Road	Traffic Signal or Roundabout		$ 1,643,375.00	1
Spot Road at West McCoy Circle	Realignment		$ 2,669,113.00	1
Wallace Tatum Road at Seabolt Drive	Roundabout		$ 1,643,375.00	1
Mt. Tabor Road at Westray Road	Traffic Signal or Roundabout		$ 1,643,375.00	1
SR 9 at Hopewell Road	Roundabout		$ 3,654,651.00	4
Holtzclaw Road at Chattahoochee Road	Roundabout		$ 974,574.00	4
			$ 33,163,523.00	

SPLOST IX Funding

Project Name	From	To	Estimate	District
CAPACITY				
Bannister Road at Elmo Road	SR 369 at Dr. Bramblett Road	Bannister Road	$ 14,009,494.00	1,4
Holtzclaw Road/Rowe Lane Extension	SR 369	SR 306 via Rowe Lane	$ 3,570,000.00	4
			$ 17,579,494.00	
OPERATIONS				
Longstreet Church Road	Cherokee County Line	Campground Road	$ 646,296.00	3
Old Atlanta Road Safety Improvements	Ronald Reagan Boulevard	Melody Mizer Lane	$ 6,396,000.00	2
			$ 7,042,296.00	
			Total	
			$ 86,249,141.00	
Resurfacing Program			$ 22,861,238.00	
Traffic Safety, Grade Base and Pave, Culvert, Professional Fees			$ 6,170,256.00	
		Total	**$ 115,280,635.00**	
SPLOST Allocation for Roads 6-Year Program			**$ 113,121,785.00**	
Potential TSPLOST Projects				
Tidwell Road Grade Base and Pave				3
Carter Drive Grade Base and Pave and Extension				5
Little Mill Middle School Staging Lanes				4

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Public Transportation	**Submitted by:**	Roy Rickert, Director
Date Submitted:	05/09/2025	**Presenter:**	Roy Rickert
Meeting Date:	5/20/2025	**Department Head:**	Roy Rickert

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of the Access Forsyth Fare Increases and Major Service Reductions Public Comment Policy - Director, Department of Public Transportation

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by: Laura Calfee

Comments:

Procurement Department Review/Comments:

Reviewed by:

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO:

Reviewed by:

Comments:

Comments by Legal:

Workflow Selected: **ACM TT Approval w/ Finance Review**

Approval List:

Roy Rickert, Public Transportation	Created/Initiated - 5/9/2025
Roy Rickert, Public Transportation	Approved - 5/9/2025
Laura Calfee, Finance	Approved - 5/12/2025
ANTHONY TARNACKI, Administration	Approved - 5/12/2025
David McKee, Administration	Final Approval - 5/12/2025

DRAFT

ACCESS FORSYTH FARE INCREASES AND MAJOR SERVICE REDUCTIONS PUBLIC COMMENT POLICY

Access Forsyth is Forsyth County's public transportation system which operates throughout the County providing residents with a public transportation option for medical appointments, shopping, employment, education, personal errands, and other travel. Access Forsyth benefits the local community by providing convenient access to local businesses, services, and events. Access Forsyth is operated by the County and is funded by the County, federal and state public transportation funding assistance, and passenger fares.

As part of the County's efforts to operate Access Forsyth in a manner that serves the local community and complies with applicable laws and regulations, it is the policy of the County to solicit and consider public comment prior to raising passenger fares or implementing a major reduction in public transportation service. This Public Comment Policy on Access Forsyth Fare Increases and Major Service Reductions (this "**Policy**") sets forth the County's process for obtaining public comment on proposed fare increases and major service reductions for consideration by Access Forsyth staff and the Board of Commissioners of Forsyth County (the "**BOC**").

In accordance with 49 U.S.C.A. § 5307 regarding U.S. Department of Transportation grant funding for public transportation systems, this Policy describes the County's process for soliciting and considering public comment before raising a fare or carrying out a major reduction of transportation service. The County shall implement this Policy and operate the Access Forsyth system in accordance with applicable laws and regulations, including the regulations of the U.S. Department of Transportation and the Federal Transit Administration that apply to the passenger fares charged by and the public transportation services provided by Access Forsyth.

Public Comment Process

Public Meeting or Hearing

Either of the following two methods may be used to provide an opportunity to the public to submit comments or otherwise express views and opinions regarding a proposed increase in fares or major reduction in service:

- A public community meeting held by members of the Access Forsyth management staff. Following such community meeting, Access Forsyth staff will provide the BOC with a summary of the public comments received. Such summary will include both official minutes from the public meeting as well as any comments received by phone or email regarding the proposed fare and service changes. The BOC shall consider the public comments and input received before taking action regarding any fare increase or major service reduction.

- A public hearing held by the BOC in accordance with the Georgia Open Meetings Act, O.C.G.A. Section 50-14-1 et seq. A public hearing may be held immediately prior to or following a regular meeting of the BOC or at other places and times as the BOC may determine. In addition to official minutes of the public hearing, Access Forsyth staff will

prepare a summary of any comments received by phone or email regarding the proposed fare and service changes for consideration by the BOC.

The County shall use at least one of the above described methods (either a public community meeting or a public hearing) to obtain public comments and input whenever there is a proposed fare increase or major reduction in service affecting the Access Forsyth system. Both proposed fare increases and major service reductions may be considered at the same public meeting or hearing. The County may elect to conduct both a public community meeting and a public hearing. The type and number of additional public meetings or hearings to be held, if any, will be decided on a case-by-case basis by Access Forsyth staff and the BOC.

Advertisement of Public Meetings and Hearings

Notices of public meetings and hearings under this Policy shall be provided as follows:

- Publication of a public meeting or hearing notice within a newspaper of general circulation in Forsyth County at least 15 days prior to the date of the public meeting or hearing. All such notices shall include the date, time, location, and purpose of the public meeting or hearing.

- Notices shall be posted on all Access Forsyth buses at least 15 days in advance of the public meeting or hearing.

- Information about the public meeting or hearing shall be posted on the Forsyth County website at least 15 days in advance of the meeting or hearing.

Conduct of Public Meetings and Hearings

The following procedures shall govern public meetings and hearings held for purposes of this Policy.

- The public meeting or hearing shall be conducted by the presiding officer. For public community meetings held by members of the Access Forsyth staff, the presiding officer shall be a designated member of the Access Forsyth staff. For public hearings held by the BOC, the presiding officer shall be the chairman, or in the chairman's absence, a designated member of the BOC in accordance with its rules and procedures.

- Citizens wishing to speak regarding any proposed fare increase or major service reduction shall provide their name and address on the specified form to County staff prior to speaking at the public meeting or hearing.

- Speakers at the public meeting or hearing shall be allowed no less than five minutes for the presentation of comments, data, and opinions; provided, however, that the presiding officer may at his or her discretion elect to extend this time period. The presiding officer may also, at his or her discretion, permit presentations by other persons and allow the same to exceed the allotted times.

- The public comments and input received as part of the public comment process will be made available to the BOC for its consideration at a regular BOC meeting prior to taking official action on any proposed fare increase or major service reduction.

Major Service Reduction

For purposes of this Policy, a "major service reduction" means a reduction of five percent (5%) or more of service hours or miles; **provided, however**, that the following short-term reductions in or changes to services shall **not** constitute a major service reduction under this Policy:

- Short-term re-routes or schedule changes due to road construction or hazards, weather, or special events.
- Seasonally adjusted services that reflect seasonally related demand patterns.
- Elimination of bus stops.
- Timepoint changes in schedules.
- Modifications to routing for "Neighborhood," "Shopping," or other "Specials" to reflect change in pattern of passenger demand (i.e., for services of a "flexible route" or "demand-responsive" nature).
- Minor route changes to serve new destinations in proximity of ½ mile from route(s) or deleting a route segment where new routing pattern) provide service within ¼ mile of the former route.
- Modification of route name or other information provided on "overhead rollsigns" or other marketing material.
- Reversal of directional paths within existing corridors.
- Transfer arrangements in lieu of "through-routing".
- Parallel or proximate corridor service arrangements to reflect changes in one-way/two-way traffic patterns or other external conditions.

Policy Exceptions for Certain Fare Increases

The following special one-time fare increases are excepted from this Policy and are **not** subject to its public comment requirements:

- Special fares for occasional special shuttle service.
- Fares funded by special mechanisms where fares or cost of service are reimbursed by third parties or for which substitute revenues are provided under grant, contract, or other special arrangements.
- Special fares for general public shuttle services for which the cost of service is billed to a third party at appropriate rates set by the Access Forsyth Director consistent with budget needs and normal cost principles.

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Water & Sewer	**Submitted by:**	Jill Pilcher
Date Submitted:	04/30/2025	**Presenter:**	Scott Adams
Meeting Date:	5/20/2025	**Department Head:**	Scott Adams

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board approval of Invoice INV-014382 to the Georgia Department of Transportation in the amount of $461,251.60 for Water and Sewer Infrastructure Relocations due to GDOT Project PI 0015591 State Route 9 at Bannister Road Roundabout - Director, Department of Water and Sewer

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
SR 9 at Bannister Road	$461,251.40	$461,251.40	WW042-CONSTR-CONTRACT-506

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: NO
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Finance Review**

Approval List:

Jill Pilcher, Water & Sewer	Created/Initiated - 4/30/2025
Scott Adams, Water & Sewer	Approved - 5/5/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

INVOICE

Invoice# INV-014382

Balance Due
$461,251.40

Bill To
Forsyth County
110 East Main Street
Suite 150
Cumming, Georgia 30040

Invoice Date : 04.14.2025
Reference : Dawson, Forsyth - Forsyth County Contract Item Agreement
PI# : 0015591

#	Description	Qty	Rate	Amount
1	Contract ID # 48400-240-UAOUT2501735 for Water Items Placed in GDOT contract	1.00	461,251.40	461,251.40
			Sub Total	461,251.40
			Total	**$461,251.40**
			Balance Due	**$461,251.40**

According to paragraph 9 of the executed Contract Item Agreement, the Local Agency must pay the Department within sixty (60) days of project authorization or invoice receipt, unless a prior arrangement was made.

PLEASE RETURN BOTTOM PORTION WITH YOUR PAYMENT

Forsyth County

Invoice Number	INV-014382
Invoice Date	04.14.2025
Amount Due	$461,251.40

The P.O. Box address below is for payments only

Make all checks payable to:
Georgia Department of Transportation
P.O. Box 931900
Atlanta, GA 31193-1900

Make payments by ACH or Wire to:
Routing# - 121000248
Account# - 29794840000000004

Office - Utilities

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

April 14, 2025

Mr. Scott Adams
Director
Forsyth County Water and Sewer
110 East Main Street, Suite 150
Cumming, Georgia 30040

SUBJECT: **Project No. N/A, Dawson & Forsyth County**
P.I. No. 0015591, Call No. 004
Contract Item Agreement Authorization – Water Facilities

Dear Mr. Adams:

Bartow Paving Company, Inc., as contractor for the Department of Transportation, was awarded a contract on **April 4, 2025,** to proceed with the proposed construction on the above numbered project.

The installation of Forsyth County's water facilities in conflict with the project has been included in the project as requested. Attached is an executed counterpart of the Contract Item Utility Agreement dated **March 7, 2025** addressing Forsyth County's reimbursement of this work to the Department. The agreement is supported by your initial estimate of **$410,700.00** not including betterment; however, the actual bid cost of the work is **$461,251.40** of which Forsyth County is responsible for **100%** or **$461,251.40** and the Department will bear **0%** or **$0.00**.

As outlined in Article 8, this reimbursement includes the bid cost of all items necessary to complete the work. Forsyth County will reimburse the Department in the amount of **$461,251.40**. Please send the Department a check to my attention in the amount of **$461,251.40** payable to the Georgia Department of Transportation, Office of Utilities, P.O. Box 931900, Atlanta, Georgia 31193-1900.

The Department will provide construction engineering and contract supervision for the water facilities included in the project contract; however, you may visit the jobsite at any time to satisfy yourself that work is proceeding according to plan; but, please be reminded that only one "Final Inspection" can be conducted after the contractor notifies the Department that

work is complete and the inspection must be arranged by the Department's Area Manager. All instructions or corrective items must be given through Department personnel.

Mr. Terrance Cooper, Area Manager, under Jason Dykes, District 1 Engineer, Gainesville, Georgia will be responsible for the construction supervision and inspection on this project. Mr. Cooper can be reached by email at TCooper2@dot.ga.gov or by mail addressed to 2594 Gillsville Highway, Gainesville, Georgia 30507.

You may contact Danah Bonny, Utilities Preconstruction Specialist, if further information is needed at 404-631-1709, or by mail addressed to Georgia Department of Transportation, Office of Utilities, 10th Floor, One Georgia Center, 600 West Peachtree St, NW, Atlanta, Georgia 30308 or by e-mail at dbonny@dot.ga.gov.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments (Agreement, and Estimate)
cc: Patrick Allen, P.E., Director of Construction
Jason Dykes, P.E., District 1 Engineer
Emma DeLouis, Financial Manager
Terri Holbrook, District 1 Utilities Manager
Michelle Ramey, District 1 Contracts Supervisor
Terrance Cooper, Area 1 Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utilities Coordinator

P.I. 0015591 SR 9 @ SR 369 Connector/Bannister Rd - Forsyth County Water Department - Water Utilities - 01-13-23

Pay Item and Description		Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					Final QTY	Final Cost
				Orig Plan Total Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost		
ITEM NO.	Description (Item Number)	Additional Description	UNITS													
600-0001	FLOWABLE FILL(600-0001)		CY	30	$ 650.00	$ 19,500.00		$ -	30	30	$ 598.26	$ 17,947.80	$ 17,947.80	$ -		$ -
615-2540	JACK OR BORE PIPE, 18 IN(615-2540)	18" STL CASING, 0.375 IN WT	LF	110	$ 400.00	$ 44,000.00		$ -	110	110	$ 400.00	$ 44,000.00	$ 44,000.00	$ -		$ -
670-1080	WATER MAIN, 8 IN(670-1080)	ZINC COATED	LF	295	$ 160.00	$ 47,200.00		$ -	295	295	$ 120.00	$ 35,400.00	$ 35,400.00	$ -		$ -
670-1120	WATER MAIN, 12 IN(670-1120)	ZINC COATED	LF	840	$ 220.00	$ 184,800.00		$ -	840	840	$ 259.29	$ 217,803.60	$ 217,803.60	$ -		$ -
670-1600	CUT & PLUG EXISTING WATER MAIN(670-1600)		EA	4	$ 3,500.00	$ 14,000.00		$ -	4	4	$ 2,000.00	$ 8,000.00	$ 8,000.00	$ -		$ -
670-2080	GATE VALVE, 8 IN(670-2080)		EA	3	$ 3,500.00	$ 10,500.00		$ -	3	3	$ 5,500.00	$ 16,500.00	$ 16,500.00	$ -		$ -
670-2120	GATE VALVE, 12 IN(670-2120)		EA	2	$ 5,000.00	$ 10,000.00		$ -	2	2	$ 6,500.00	$ 13,000.00	$ 13,000.00	$ -		$ -
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN(670-3129)		EA	1	$ 17,000.00	$ 17,000.00		$ -	1	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ -		$ -
670-4000	FIRE HYDRANT(670-4000)	FIRE HYDRANT ASSEMBLY	EA	4	$ 7,000.00	$ 28,000.00		$ -	4	4	$ 7,750.00	$ 31,000.00	$ 31,000.00	$ -		$ -
670-4510	CONCRETE THRUST COLLAR, 8 IN PIPE(670-4510)		EA	2	$ 1,500.00	$ 3,000.00		$ -	2	2	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ -		$ -
670-4520	CONCRETE THRUST COLLAR, 12 IN PIPE(670-4520)		EA	1	$ 2,000.00	$ 2,000.00		$ -	1	1	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ -		$ -
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	COPPER	LF	170	$ 60.00	$ 10,200.00		$ -	170	170	$ 80.00	$ 13,600.00	$ 13,600.00	$ -		$ -
670-5620	WATER SERVICE LINE, 3/4 IN(670-5620)	COPPER	LF	50	$ 50.00	$ 2,500.00		$ -	50	50	$ 50.00	$ 2,500.00	$ 2,500.00	$ -		$ -
670-9260	STEEL CASING, 18 IN(670-9260)	0.375 IN THK, OPEN CUT INSTALL	LF	50	$ 250.00	$ 12,500.00		$ -	50	50	$ 250.00	$ 12,500.00	$ 12,500.00	$ -		$ -
670-9730	RELOCATE EXIST WATER METER, INCL BOX(670-9730)		EA	3	$ 1,400.00	$ 4,200.00		$ -	3	3	$ 3,500.00	$ 10,500.00	$ 10,500.00	$ -		$ -
670-9920	REMOVE EXISTING FIRE HYDRANT(670-9920)		EA	1	$ 1,300.00	$ 1,300.00		$ -	1	1	$ 3,000.00	$ 3,000.00	$ 3,000.00	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -

GDOT SHARE 0.00%	TOTAL EST In-Kind $ 410,700.00	TOTAL Betterment EST $ -		TOTAL Actual Bid Cost $ 461,251.40	TOTAL Actual In-Kind Bid Cost $ 461,251.40	TOTAL Actual Betterment Bid Cost $ -	TOTAL $ -
UTILITY OWNER SHARE 100.00%	NON-REIMBURSIBLE / FACILITY OWNER SHARE $ 410,700.00	TOTAL ESTIMATE IN-KIND & BETTERMENT $ 410,700.00		TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER SHARE $ 461,251.40	TOTAL BID COST IN-KIND & BETTERMENT $ 461,251.40		CHECK RECEIVED $ -
	REIMBURSIBLE / GDOT SHARE $ -	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ 410,700.00		TOTAL BID COST / REIMBURSIBLE/ GDOT SHARE $ -	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ 461,251.40		AMOUNT DUE FROM UTILITY OWNER $ -

NOTE:

NOTES:

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **N/A, Dawson/Forsyth County**
G.D.O.T. P.I. No.: **0015591**

THIS AGREEMENT, made this 3/7/2025, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **Forsyth County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to **construct a roundabout on State Route 9 at County Road 741/Bannister Road in Dawson and Forsyth** County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

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2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the COMPANY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **$410,700.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **$0.00 or 0% and the LOCAL AGENCY shall bear $410,700.00 or 100%.**

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9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FORSYTH COUNTY

BY: _____
CHAIRMAN

Signed on behalf of Forsyth County pursuant to resolution dated February 1, 2024.
****
FEIN 58-6000828
****

BY: _____
SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Russell R McMurry
76D6577D00644FA...
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Dawson, Forsyth
G.D.O.T. P.I. NO.: 0015591
DATE: December 21, 2023 DB

Signed, sealed and delivered this _____
day of 3/7/2025, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

DocuSigned by:
BY: _____
74085B5B0FAC425...
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

FORSYTH COUNTY

BE IT RESOLVED by the CHAIRMAN and BOARD OF COMMISSIONERS of FORSYTH COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, P.I. No. 0015591 to construct a roundabout on State Route 9 at County Road 741/Bannister Road in Dawson and Forsyth County and that Mr. Alfred John as Chairman of the Board and Rhonda Hansard, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN and BOARD OF COMMISSIONERS of FORSYTH COUNTY.

Passed and adopted, this the 1st day of February, 2024.

ATTEST:
Rhonda P Hansard
COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

FORSYTH COUNTY

I, Rhonda Hansard, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of Forsyth County.

WITNESS my hand and official signature, this the 1st day of February,
2024.

BY: Rhonda P Hansard
COMMISSION CLERK
(OFFICIAL SEAL)

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FORSYTH COUNTY
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0015591, DAWSON/FORSYTH COUNTY; TO CONSTRUCT A ROUNDABOUT ON STATE ROUTE 9 AT COUNTY ROAD 741/BANNISTER ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

46107
Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number)

06/27/2007
Date of Authorization

Forsyth County Board of Commissioners
Name of Contractor

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

Alfred John
Printed Name (of Authorized Officer or Agent of Contractor)

Chairman, Board of Commissioners
Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

February 1, 2024
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1st DAY OF February, 20 24

Rhonda P Hansard
Notary Public

[NOTARY SEAL]
RHONDA P HANSARD NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES August 22, 2024

My Commission Expires: August 22, 2024

Rev. 8/10/18

CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts ("GDA&A") for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;

2) has not enacted a "Sanctuary Policy" in violation of O.C.G.A. § 36-80-23(b); and,

3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

David Mckee
Signature of Authorized Officer or Agent

David McKee
Printed Name of Authorized Officer or Agent

Forsyth County, Georgia - County Manager
Title of Authorized Officer or Agent

August 7, 2024
Date

Form Date - May 10, 2024

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

P.I. 0015591 SR 9 @ SR 369 Connector/Bannister Rd - Forsyth County Water Department - Water Utilities - 01-13-23

Pay Item and Description	Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					Final QTY	Final Cost
			Orig Plan Total Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost		
ITEM NO. Description (Item Number)	Additional Description	UNITS													
600-0001 FLOWABLE FILL(600-0001)		CY	30	$ 650.00	$ 19,500.00		$ -	30			$ -	$ -	$ -		$ -
615-2540 JACK OR BORE PIPE, 18 IN(615-2540)	18" STL CASING, 0.375 IN WT	LF	110	$ 400.00	$ 44,000.00		$ -	110			$ -	$ -	$ -		$ -
670-1080 WATER MAIN, 8 IN(670-1080)	ZINC COATED	LF	295	$ 160.00	$ 47,200.00		$ -	295			$ -	$ -	$ -		$ -
670-1120 WATER MAIN, 12 IN(670-1120)	ZINC COATED	LF	840	$ 220.00	$ 184,800.00		$ -	840			$ -	$ -	$ -		$ -
670-1600 CUT & PLUG EXISTING WATER MAIN(670-1600)		EA	4	$ 3,500.00	$ 14,000.00		$ -	4			$ -	$ -	$ -		$ -
670-2080 GATE VALVE, 8 IN(670-2080)		EA	3	$ 3,500.00	$ 10,500.00		$ -	3			$ -	$ -	$ -		$ -
670-2120 GATE VALVE, 12 IN(670-2120)		EA	2	$ 5,000.00	$ 10,000.00		$ -	2			$ -	$ -	$ -		$ -
670-3129 TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN(670-3129)		EA	1	$ 17,000.00	$ 17,000.00		$ -	1			$ -	$ -	$ -		$ -
670-4090 FIRE HYDRANT(670-4090)	FIRE HYDRANT ASSEMBLY	EA	4	$ 7,000.00	$ 28,000.00		$ -	4			$ -	$ -	$ -		$ -
670-4510 CONCRETE THRUST COLLAR, 8 IN PIPE(670-4510)		EA	2	$ 1,500.00	$ 3,000.00		$ -	2			$ -	$ -	$ -		$ -
670-4520 CONCRETE THRUST COLLAR, 12 IN PIPE(670-4520)		EA	1	$ 2,000.00	$ 2,000.00		$ -	1			$ -	$ -	$ -		$ -
670-5010 WATER SERVICE LINE, 1 IN(670-5010)	COPPER	LF	170	$ 60.00	$ 10,200.00		$ -	170			$ -	$ -	$ -		$ -
670-5620 WATER SERVICE LINE, 3/4 IN(670-5620)	COPPER	LF	50	$ 50.00	$ 2,500.00		$ -	50			$ -	$ -	$ -		$ -
670-9260 STEEL CASING, 18 IN(670-9260)	0.375 IN THK, OPEN CUT INSTALL	LF	50	$ 250.00	$ 12,500.00		$ -	50			$ -	$ -	$ -		$ -
670-9730 RELOCATE EXIST WATER METER, INCL BOX(670-9730)		EA	3	$ 1,400.00	$ 4,200.00		$ -	3			$ -	$ -	$ -		$ -
670-9920 REMOVE EXISTING FIRE HYDRANT(670-9920)		EA	1	$ 1,300.00	$ 1,300.00		$ -	1			$ -	$ -	$ -		$ -
					$ -		$ -	0			$ -	$ -	$ -		$ -
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					$ -		$ -	0			$ -	$ -	$ -		$ -

GDOT SHARE 0.00%	TOTAL EST In-Kind $ 410,700.00	TOTAL Betterment EST $ -	TOTAL Actual Bid Cost $ -	TOTAL Actual In-Kind Bid Cost $ -	TOTAL Actual Betterment Bid Cost $ -	TOTAL $ -
UTILITY OWNER SHARE 100.00%	NON-REIMBURSIBLE / FACILITY OWNER SHARE $ 410,700.00	TOTAL ESTIMATE IN-KIND & BETTERMENT $ 410,700.00	TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER SHARE $ -	TOTAL BID COST IN-KIND & BETTERMENT $ -		CHECK RECEIVED $ -
	REIMBURSIBLE / GDOT SHARE $ -	TOTAL ESTIMATE IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ 410,700.00	TOTAL BID COST / REIMBURSIBLE/ GDOT SHARE $ -	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ -		AMOUNT DUE FROM UTILITY OWNER $ -

NOTE:

NOTES:

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

2/5/2024 | DPLOT-V8 | 0015591_44-0000.dgn | DMCOV | GDOT | P. I. No. 0015591

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

UTILITY RELOCATION PLANS

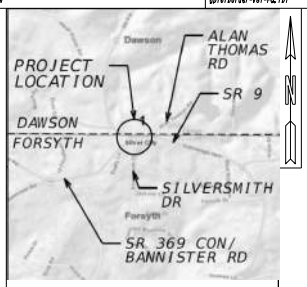
SR 9 AT BANNISTER RD

FEDERAL AID PROJECT

FORSYTH COUNTY (117) AND
DAWSON (085) COUNTIES

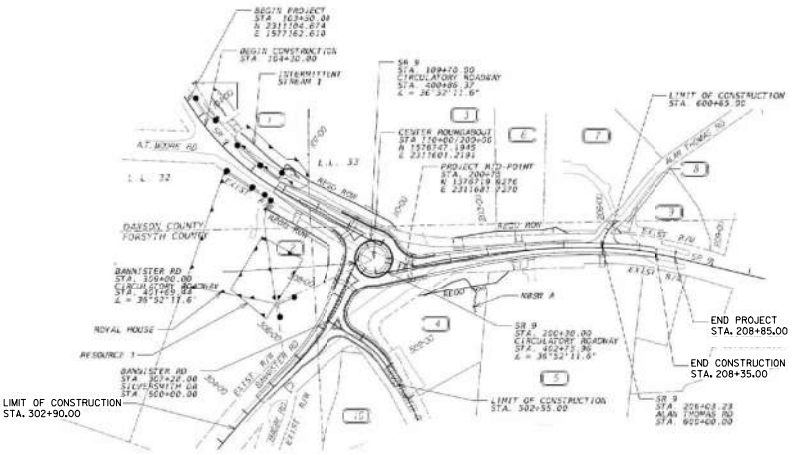
STATE ROUTE • 9

P.I. NO. 0015591



LOCATION SKETCH

NOTE :
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", "GEORGIA STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.



INDEX OF SHEETS	
COVER SHEET	44-0000
GENERAL NOTES SHEET	44-000A
UTILITY LEGEND SHEET	44-000B
SUMMARY OF QUANTITIES	44-000C
CONSTRUCTION DETAILS	44-000D TO 44-000E
PLAN SHEETS	44-0001 TO 44-0005
PROFILE SHEET	44-0006

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

DATE | CHIEF ENGINEER

PLANS COMPLETED	
REVISIONS	

PRECISION Planning Inc.
planners • engineers • architects • surveyors
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANYWAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS, HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

DRAWING No. 44-0000

Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04

GENERAL NOTES

1. OWNER: FORSYTH COUNTY
DEPARTMENT OF WATER AND SEWER (FCDWS)
110 EAST MAIN STREET, SUITE 150
CUMMING, GA 30040
CONTACT: MR. Kyle Pilon, P.E.
PHONE: (678) 455-5065 (O)
(404) 987-6408 (M)

2. ENGINEER: PRECISION PLANNING, INC.
400 PIKE BLVD.
LAWRENCEVILLE, GA 30046
CONTACT: MR. RUBY MUELLER, P.E.
PHONE: (770) 338-8101

3. LOCATION OF LOT LINES, PROPERTY LINES, RIGHT-OF-WAY LINES, AND OTHER LAND DIVISION REFERENCES WERE OBTAINED FROM RECORDED DATA AND LAND USE OBSERVATIONS. THE LAND DIVISIONS WERE NOT FIELD CHECKED. THEREFORE, THEY MUST ONLY BE CONSIDERED TO APPROXIMATELY REPRESENT THE ACTUAL LAND INVISIONS, PROPERTY AND/OR EASEMENTS.

4. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF WORK. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK.

5. CONTRACTOR SHALL CALL THE UTILITY PROTECTION CENTER ("CALL BEFORE YOU DIG") 72 HOURS PRIOR TO START OF WORK. PHONE 811 OR 1-800-282-7411.

6. CONTRACTOR SHALL VERIFY LOCATION AND DEPTHS OF ALL UTILITIES PRIOR TO EXCAVATION OR DEMOLITION. ADDITIONAL UTILITIES MAY NOT BE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR LOCATIONS SHOWN.

7. IF THE CONTRACTOR DAMAGES ANY EXISTING UTILITIES DURING CONSTRUCTION, HE SHALL, AT HIS OWN EXPENSE, HAVE REPLACED OR REPAIRED THE UTILITIES TO THEIR ORIGINAL OR BETTER CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONTACTING ALL AFFECTED UTILITIES PRIOR TO SUBMITTING HIS BID IN ORDER TO DETERMINE THE EXTENT TO WHICH UTILITY RELOCATIONS AND/OR ADJUSTMENT WILL AFFECT THE SCHEDULING OF WORK FOR THE PROJECT. SOME UTILITY FACILITIES MAY NEED TO BE ADJUSTED CONCURRENTLY WITH THE CONTRACTOR'S OPERATIONS, WHILE SOME WORK MAY BE REQUIRED AROUND UTILITY FACILITIES THAT WILL REMAIN IN PLACE. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR WILL RECEIVE NO ADDITIONAL COMPENSATION FOR ANY DELAYS OR INCONVENIENCE CAUSED BY THE UTILITY ADJUSTMENTS.

8. CONTRACTOR IS TO MEET ALL LOCAL UTILITY COMPANY REGULATIONS IN ANY READJUSTMENT OR RELOCATION OF EXISTING SERVICES.

9. A MINIMUM HORIZONTAL SEPARATION OF 10' SHALL BE MAINTAINED BETWEEN WATER LINES AND SANITARY SEWER LINES. AN 18" MINIMUM VERTICAL SEPARATION SHALL BE MAINTAINED AT CROSSINGS OF WATER AND SEWER LINES. WHEN CROSSING A WATER LINE, SEWER LINE, OR ANY OTHER PIPING, PIPE JOINTS SHALL BE PLACED AS FAR AWAY AS POSSIBLE FROM THE OTHER PIPE.

10. CONTRACTOR MAY TEMPORARILY RELOCATE CREEKS, STREAMS, BRANCHES OR DITCHES WITHIN THE EASEMENTS AT HIS EXPENSE USING PROPER EROSION CONTROL MEASURES, IF AUTHORIZED BY THE APPLICABLE REGULATORY AGENCY AND THE OWNER.

11. ALL CONSTRUCTION STAKING SHALL BE BY THE CONTRACTOR AT HIS EXPENSE.

12. WHEN CONSTRUCTION INVOLVES THE REMOVAL OF FENCE, POLES, SIDEWALKS, DRIVES, TEMPORARY OR FIXED STRUCTURES; THE CONTRACTOR AT HIS EXPENSE SHALL PROVIDE FOR TEMPORARY SERVICE OR CONTAINMENT TO THE AFFECTED PROPERTY, AND SHALL REPLACE SUCH ITEMS WITH SIMILAR OR BETTER MATERIALS AS SOON AS PRACTICAL OR AS DIRECTED BY THE OWNER FOLLOWING UTILITY INSTALLATION.

13. THE CONTRACTOR SHALL RESTORE OR HAVE RESTORED, AT HIS EXPENSE, ALL EXISTING FACILITIES WHICH HAVE BEEN DAMAGED DUE TO HIS CONSTRUCTION ACTIVITIES, TO THE ORIGINAL OR BETTER CONDITION. THE CONTRACTOR SHALL UTILIZE THE SAME MATERIAL COMPOSITION AS EXISTING TO REPLACE THE EXISTING FACILITIES UNLESS APPROVED OTHERWISE BY THE OWNER.

14. ALL NEW WATER MAINS ARE TO BE INSPECTED, TESTED, AND DISINFECTED PER COUNTY SPECIFICATIONS PRIOR TO THE CONNECTION OF ANY SERVICES.

15. PEDESTRIAN AND LOCAL VEHICULAR TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SAFETY DEVICES AND FLAGMEN SHALL BE PROVIDED BY THE CONTRACTOR AT HIS EXPENSE. WRITTEN PERMISSION TO CLOSE THE CONSTRUCTION AREA TO TRAFFIC MUST BE OBTAINED FROM THE APPROPRIATE GOVERNMENT AGENCY PRIOR TO THE CLOSING. ALL LOCAL EMERGENCY SERVICES SHALL BE NOTIFIED IN WRITING A MINIMUM 72 HOURS PRIOR TO ROAD CLOSINGS.

16. DURING CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TEMPORARY TRAFFIC CONTROL MEASURES TO ENSURE SAFETY AT ALL TIMES FOR EMPLOYEES, RESIDENTS,

GENERAL NOTES (CONT.)

18. BEDDING FOR ALL PIPING SHALL BE TYPE "B", EXCEPT WHEN WET TRENCH CONDITIONS WARRANT TYPE "A" OR "A" BEDDING.

19. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PAINTING OF THE PROJECT SEATTLINES ALONG THE EDGE OF THE ROADWAY.

20. LOCATIONS SHOWN FOR FIRE HYDRANTS, VALVES, AND APPURTENANCES MAY BE FIELD ADJUSTED BY THE OWNER PRIOR TO INSTALLATION TO ACCOMMODATE EXISTING FIELD CONDITIONS.

21. HORIZONTAL PIPE BENDS/FITTINGS NOTED ON PLANS ARE TO ASSIST THE CONTRACTOR WITH THE HORIZONTAL ALIGNMENT OF THE WATER MAIN(S), AND IS NOT INTENDED TO DIRECT ALL NECESSARY HORIZONTAL BENDS/FITTINGS TO CONSTRUCT THE WATER MAIN.

22. CONTRACTOR IS TO CLEAR AND GRUB ALL TREES AND BUSHES UP TO THE RIGHT-OF-WAY LINE.

FORSYTH COUNTY CONSTRUCTION NOTES

1. ALL WORK AND MATERIALS ARE TO CONFORM TO CURRENT FORSYTH COUNTY STANDARDS.

2. THE CONTRACTOR SHALL NOTIFY FORSYTH COUNTY WATER AND SEWER DEPARTMENT 24 HOURS PRIOR TO ANY WATER LINE CONSTRUCTION AT (770) 781-2180.

3. THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR THE ADJUSTMENT OR RELOCATION OF ALL EXISTING UTILITIES. ALL COSTS AND/OR FEES RESULTING FROM UTILITY ADJUSTMENT OR RELOCATION SHALL BE PAID FOR BY THE CONTRACTOR.

4. ALL WATER LINES SHALL BE DUCTILE IRON PIPE CLASS 50 OR 350.

5. MINIMUM COVER FOR ALL WATER LINES SHALL HAVE AT LEAST 5 FEET OF COVER OR BE 5 FEET BELOW ROAD GRADE, WHICHEVER IS GREATER.

6. SHORT SIDE SERVICES SHALL BE 3/4 " COPPER.

7. LONG SIDE SERVICES SHALL BE 3/4" COPPER.

8. FIRE HYDRANTS ARE TO BE 3-WAY 5-1/4" TYPE, AMI SERIES 27.

9. FIRE HYDRANTS MUST BE FLOW TESTED PRIOR TO FINAL PLAT TO ENSURE ADEQUATE FIRE FLOWS.

10. CONCRETE VALVE MARKERS ARE TO BE INSTALLED AT ALL VALVES EXCEPT AT FIRE HYDRANTS.

11. CONCRETE BLOCKING SHALL BE PLACED AT ALL BENDS, TEES, AND FITTINGS.

12. 300 PSI CURB STOPS, CORPS, AND VALVES, REQUIRED PERFORSYTH COUNTY STANDARDS.

13. ALL VALVES SHALL BE GATE VALVES.

14. NO DEVIATIONS FROM APPROVED DRAWINGS ARE ALLOWED WITHOUT APPROVAL FROM FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.

15. THE DEVELOPER/CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL INFRASTRUCTURE FOR AN 18 MONTH PERIOD FOLLOWING FINAL PLAT (OR SUBSTANTIAL COMPLETION).

16. THE INTERIOR OF DUCTILE IRON PIPE AND FITTINGS SHALL BE COATED WITH A LAYER OF ARC-SPRAYED ZINC PER ISO 8179

17. THRUST BLOCKING TO BE INCLUDED IN THE PRICE OF THE PIPE

ALL CONSTRUCTION METHODS, PROCEDURES AND MATERIALS SHALL CONFORM TO THE CURRENT FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER STANDARD SPECIFICATIONS FOR WATER DISTRIBUTION SYSTEMS AND SANITARY SEWER SYSTEMS

WATER MAINS AND APPURTENANCES MUST BE COMPLETELY INSTALLED, FLUSHED, AND DISINFECTED WITH SATISFACTORY BACTERIOLOGICAL SAMPLE RESULTS RECEIVED PRIOR TO PERMANENT CONNECTIONS BEING MADE TO THE EXISTING WATER SYSTEM OR SERVICE CONNECTIONS ACTIVATED TO INDIVIDUAL WATER CUSTOMERS. SANITARY CONSTRUCTION PRACTICES MUST BE FOLLOWED DURING INSTALLATION OF THE FINAL CONNECTION, SO THAT THERE IS NO CONTAMINATION OF THE NEW OR EXISTING WATER MAIN WITH FOREIGN MATTER OR GROUNDWATER.

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

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770.338.8000 • www.pi4us

SCALE IN FEET
0 20 40 80

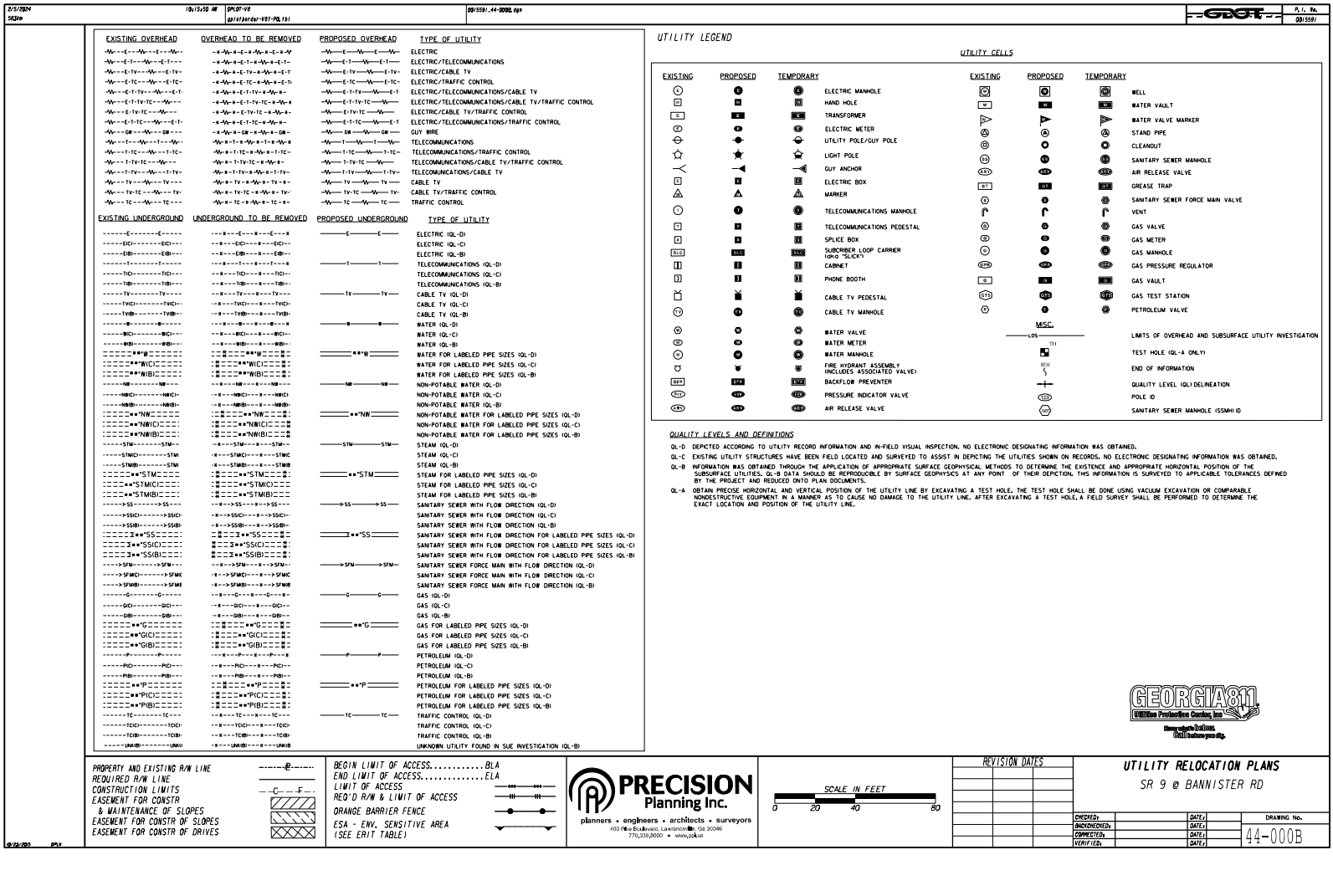
REVISION DATES

UTILITY RELOCATION PLANS
SR 9 @ BANNISTER RD

CHECKED: DATE:
BACKCHECKED: DATE:
CORRECTED: DATE:
VERIFIED: DATE:

DRAWING No. 44-000A

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SUMMARY OF QUANTITIES

ITEM NO.	Description (Item Number)	Additional Description	UNITS	
600-0001	FLOWABLE FILL(600-0001)		CY	30
615-2540	JACK OR BORE PIPE, 18 IN(615-2540)	18" STL CASING, 0.375 IN WT	LF	110
670-1080	WATER MAIN, 8 IN(670-1080)	ZINC COATED	LF	295
670-1120	WATER MAIN, 12 IN(670-1120)	ZINC COATED	LF	840
670-1600	CUT & PLUG EXISTING WATER MAIN(670-1600)		EA	4
670-2080	GATE VALVE, 8 IN(670-2080)		EA	3
670-2120	GATE VALVE, 12 IN(670-2120)		EA	2
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN(670-3129)		EA	1
670-4000	FIRE HYDRANT(670-4000)	FIRE HYDRANT ASSEMBLY	EA	4
670-4510	CONCRETE THRUST COLLAR, 8 IN PIPE(670-4510)		EA	2
670-4520	CONCRETE THRUST COLLAR, 12 IN PIPE(670-4520)		EA	1
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	COPPER	LF	170
670-5620	WATER SERVICE LINE, 3/4 IN(670-5620)	COPPER	LF	50
670-9260	STEEL CASING, 18 IN(670-9260)	0.375 IN THK, OPEN CUT INSTALL	LF	50
670-9730	RELOCATE EXIST WATER METER, INCL BOX(670-9730)		EA	3
670-9920	REMOVE EXISTING FIRE HYDRANT(670-9920)		EA	1

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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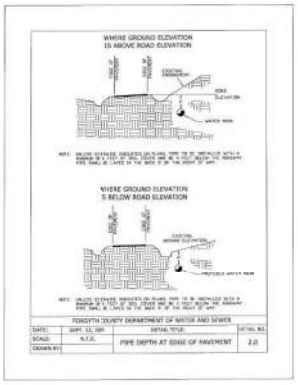
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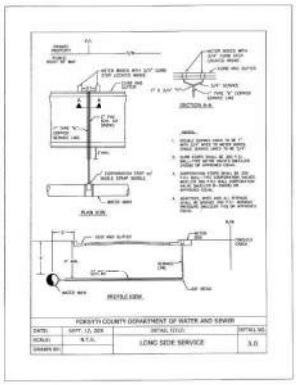
UTILITY RELOCATION PLANS
SR 9 @ BANNISTER RD

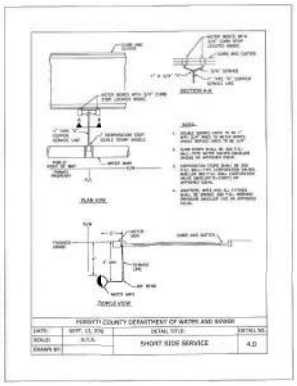
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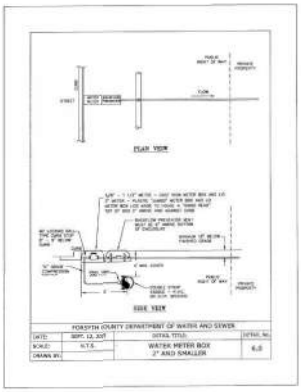
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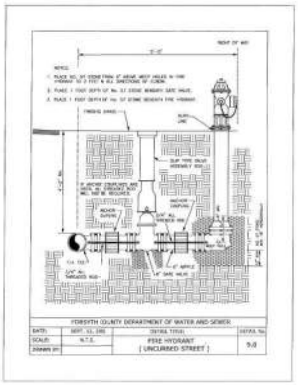
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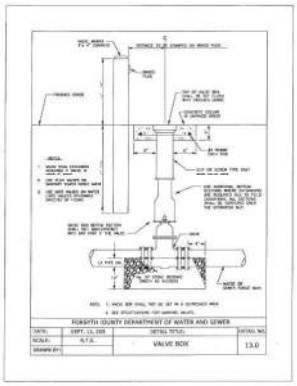


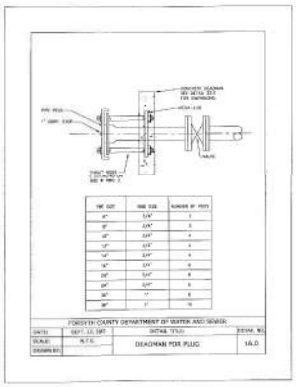


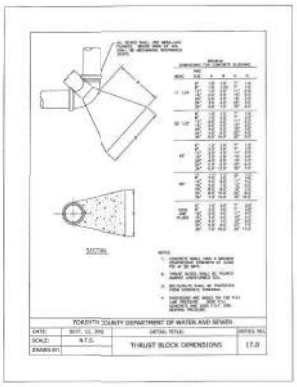












PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT TABLE)

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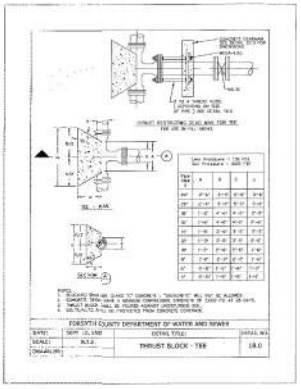
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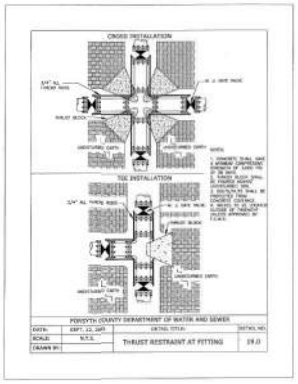
UTILITY RELOCATION PLANS
SR 9 @ BANNISTER RD

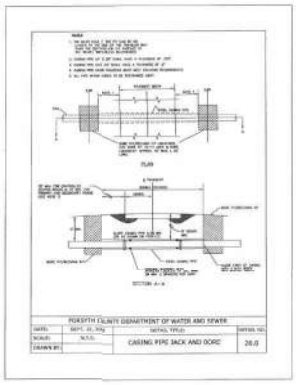
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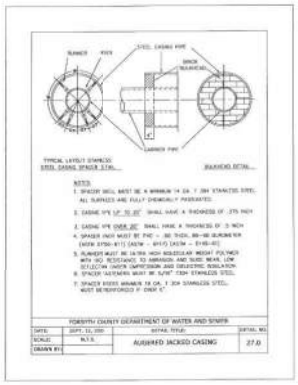
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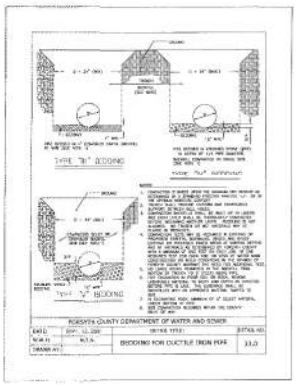
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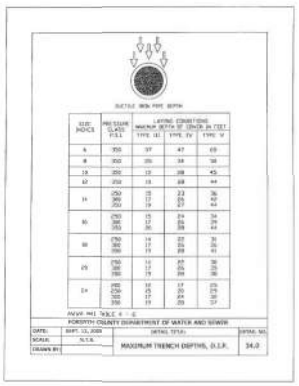












PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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REQ'D R/W & LIMIT OF ACCESS
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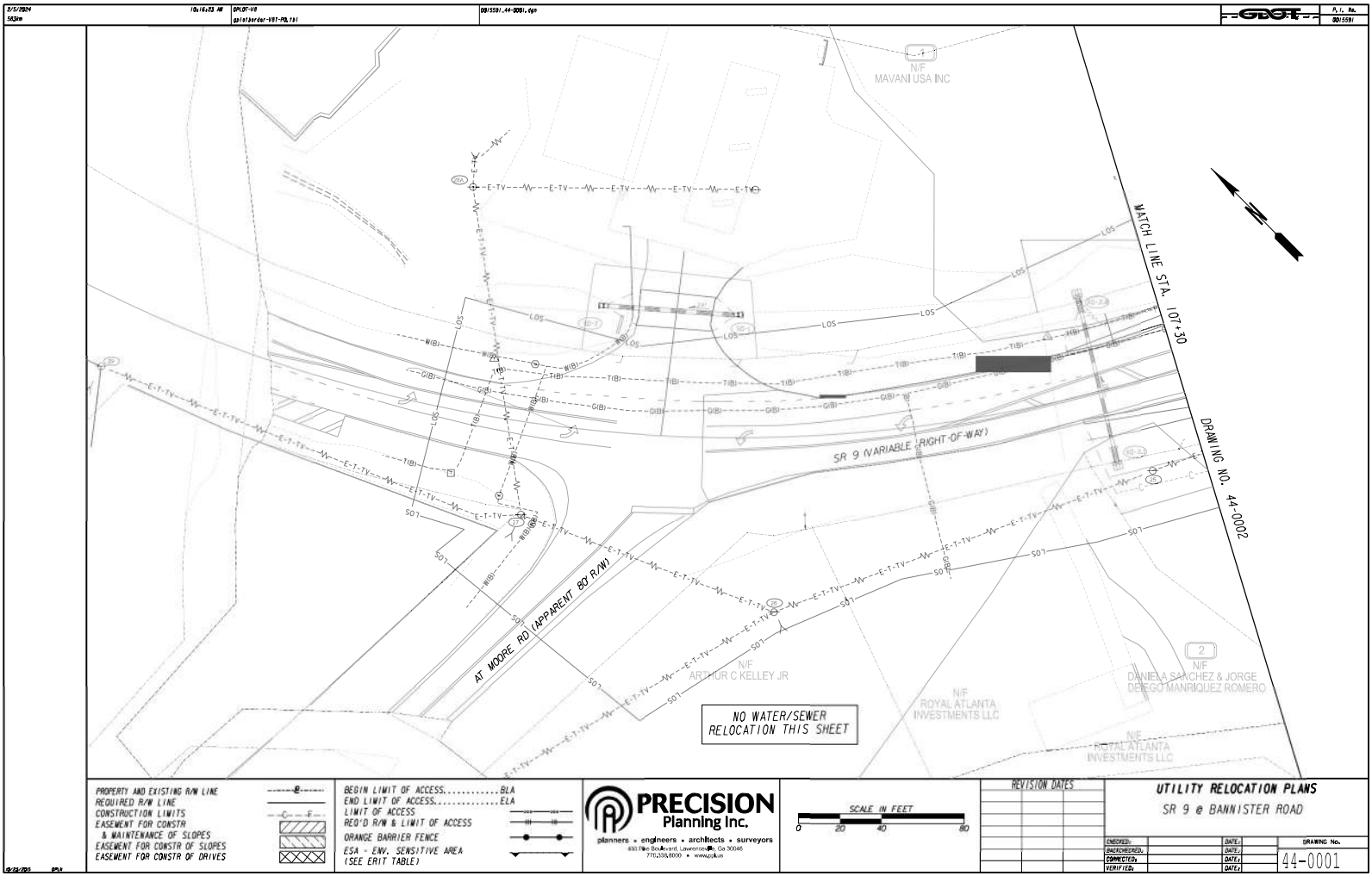
REVISION DATES

UTILITY RELOCATION PLANS
SR 9 @ BANNISTER RD

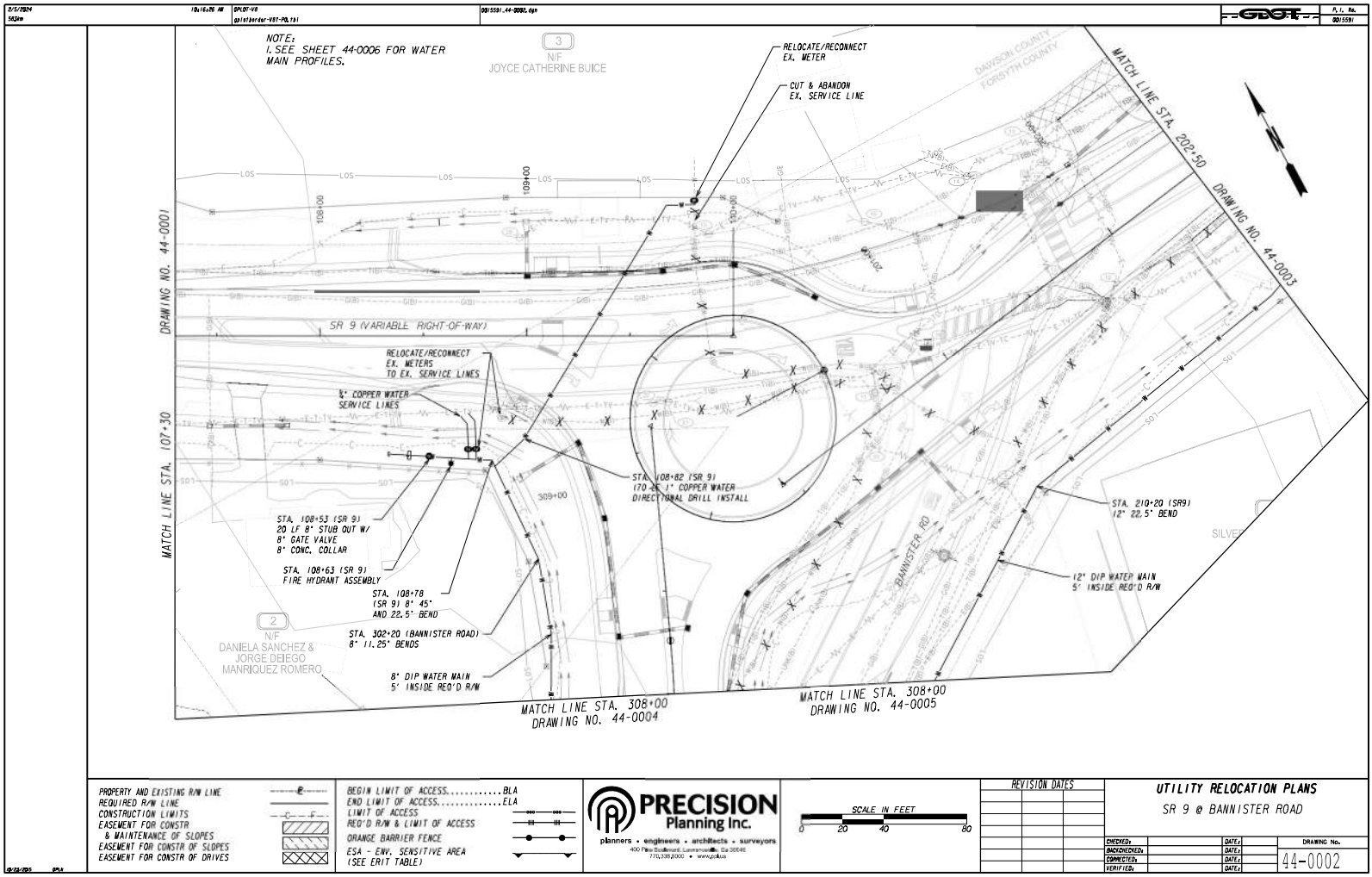
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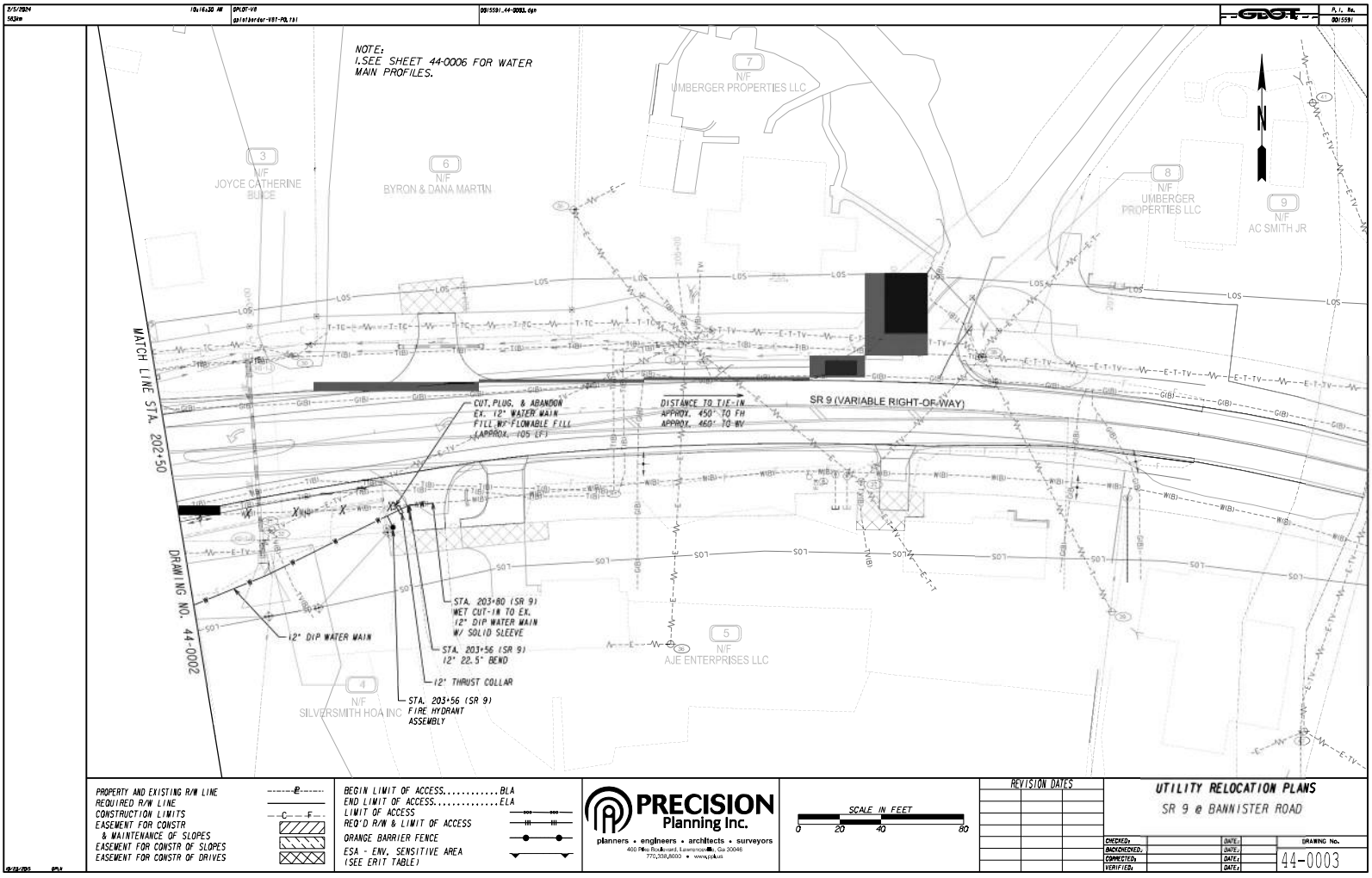
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Docusign Envelope ID: 02F7B36F-5457-49A1-BADC-C176A93CBF04



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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SCALE IN FEET
0 20 40 80

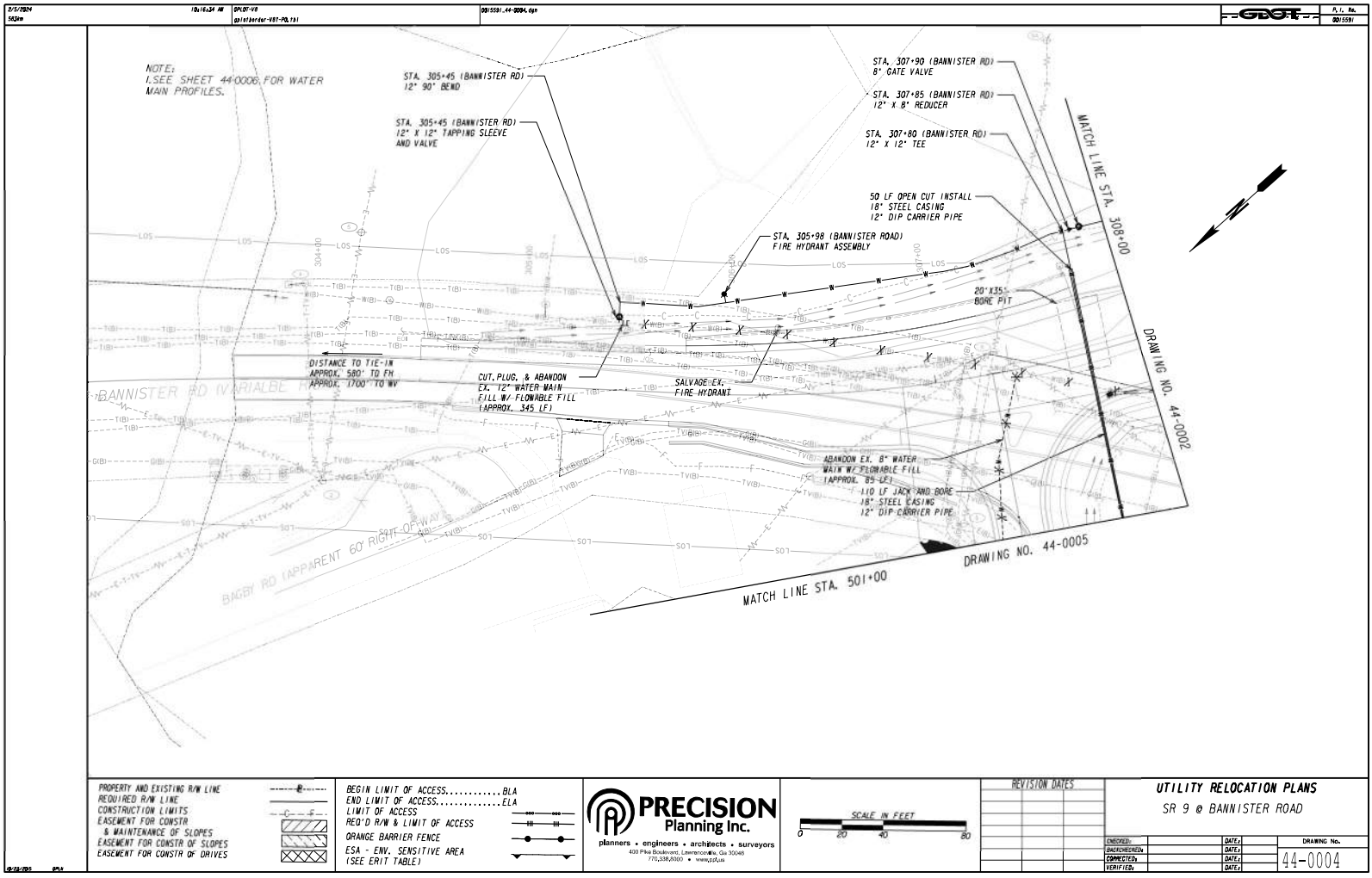
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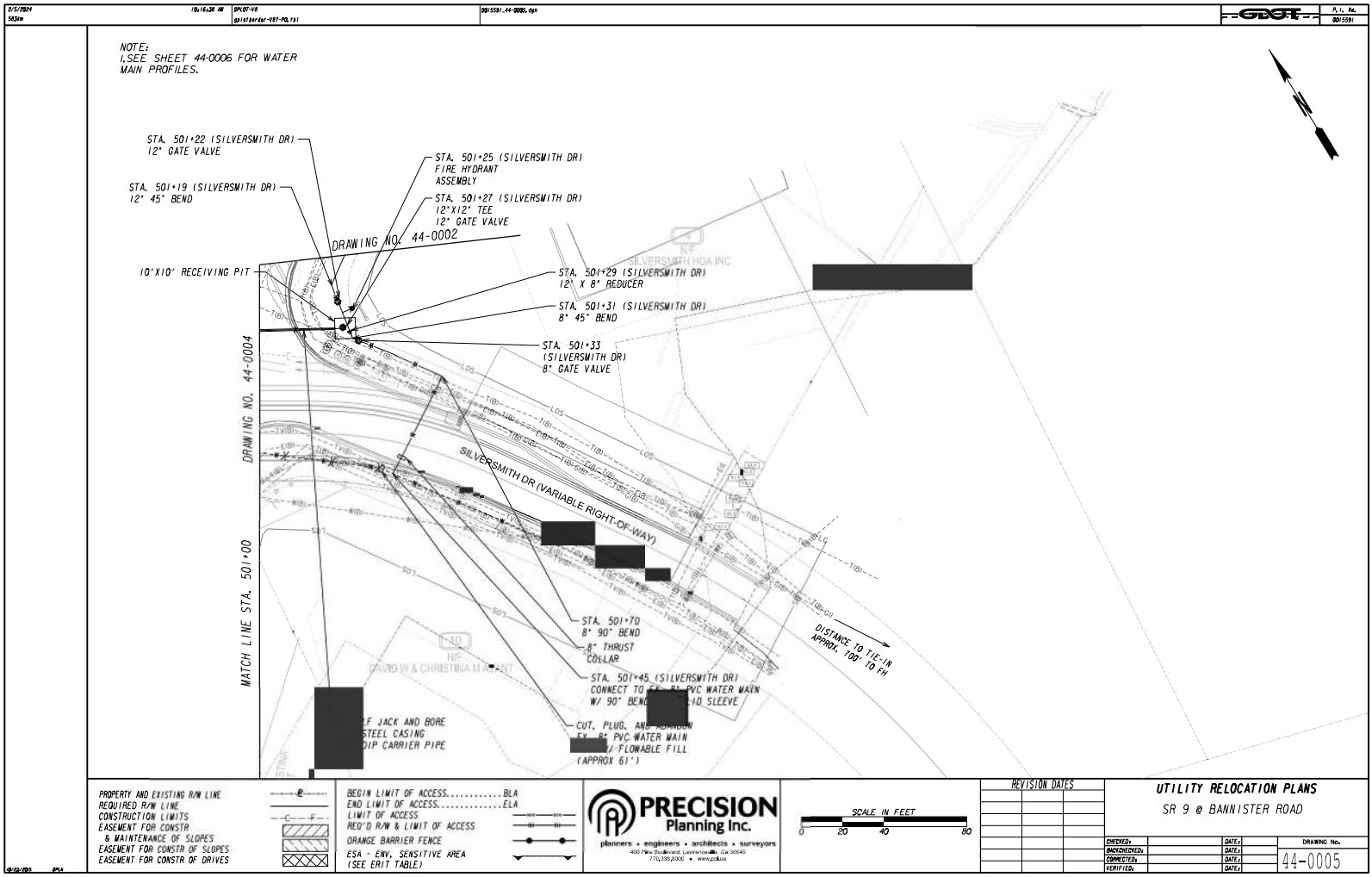
UTILITY RELOCATION PLANS
SR 9 @ BANNISTER ROAD

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VERIFIED: DATE:

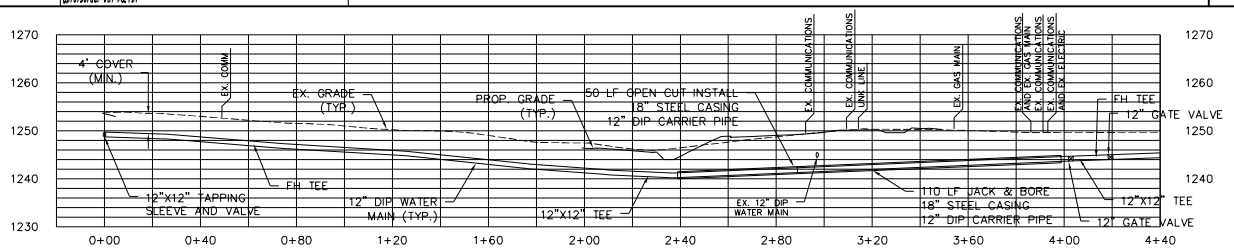
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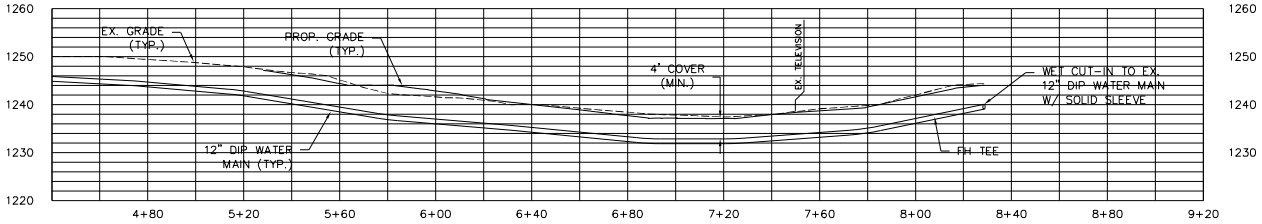

NOTE:
1.SEE SHEET 44-0006 FOR WATER MAIN PROFILES.
STA. 501+22 (SILVERSMITH DR)
12" GATE VALVE
STA. 501+19 (SILVERSMITH DR)
12" 45° BEND
STA. 501+25 (SILVERSMITH DR)
FIRE HYDRANT ASSEMBLY
STA. 501+27 (SILVERSMITH DR)
12"X12" TEE
12" GATE VALVE
DRAWING NO. 44-0002
10'X10' RECEIVING PIT
STA. 501+29 (SILVERSMITH DR)
12" X 8" REDUCER
STA. 501+31 (SILVERSMITH DR)
8" 45° BEND
STA. 501+33
(SILVERSMITH DR)
8" GATE VALVE
DRAWING NO. 44-0004
MATCH LINE STA. 501+00
SILVERSMITH DR (VARIABLE RIGHT-OF-WAY)
STA. 501+70
8" 90° BEND
8" THRUST COLLAR
STA. 501+45 (SILVERSMITH DR)
CONNECT TO EX. 8" PVC WATER MAIN
W/ 90° BEND
SLEEVE
CUT, PLUG, AND ABANDON
EX. 8" PVC WATER MAIN
W/ FLOWABLE FILL
(APPROX 61')
DISTANCE TO TIE-IN
APPROX. 700' TO FH
SILVERSMITH HOA INC
DAVID W & CHRISTINA M
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
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LIMIT OF ACCESS
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ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT TABLE)
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SCALE IN FEET
0 20 40 80
REVISION DATES
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SR 9 @ BANNISTER ROAD
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VERIFIED:
DATE:
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44-0005

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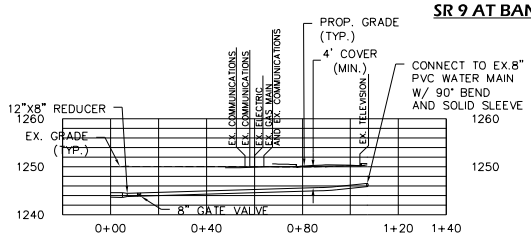
SR 9 AT BANNISTER RD 12IN WATER MAIN PROFILE

SCALE: 1"=40' HOR; 1"=20' VERT



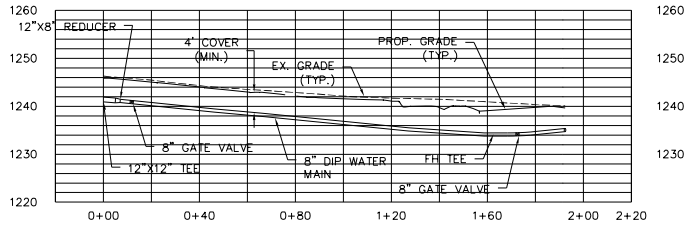
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SCALE: 1"=40' HOR; 1"=20' VERT



SILVERSMITH DR 8IN WATER MAIN PROFILE

SCALE: 1"=40' HOR; 1"=20' VERT



SR 9 AT BANNISTER RD 8IN WATER MAIN PROFILE

SCALE: 1"=40' HOR; 1"=20' VERT

PROPERTY AND EXISTING R/W LINE
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EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

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SR 9 @ BANNISTER ROAD

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DRAWING No. 44-0006

Certificate Of Completion

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Source Envelope:
Document Pages: 20
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
GDOT DocuSign Admin
600 W Peachtree St, NW
Atlanta, GA 30308
gdot_contracts@dot.ga.gov
IP Address: 143.100.53.14

Record Tracking

Status: Original
3/2/2025 11:57:13 PM
Holder: GDOT DocuSign Admin
gdot_contracts@dot.ga.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Georgia Department of Transportation
Location: Docusign

Signer Events	Signature	Timestamp
Frantz Boileau fboileau@dot.ga.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/3/2025 5:01:21 AM ID: 4d706869-5369-44f5-85d0-b0c7daba46ac	**Completed** Using IP Address: 165.1.200.134	Sent: 3/3/2025 12:00:52 AM Viewed: 3/3/2025 5:01:21 AM Signed: 3/3/2025 5:01:59 AM
Russell R McMurry rmcmurry@dot.ga.gov Commissioner Georgia Department of Transportation Security Level: .Email 3/7/2025 3:49:30 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 9:35:33 AM ID: cd5459ce-99ae-409c-b25c-b6922ca5a283	DocuSigned by: Russell R McMurry 76D6577D00644FA... Signature Adoption: Pre-selected Style Using IP Address: 128.77.68.179	Sent: 3/3/2025 5:02:02 AM Resent: 3/7/2025 12:08:01 PM Viewed: 3/7/2025 3:49:34 PM Signed: 3/7/2025 3:49:44 PM
Angela O. Whitworth awhitworth@dot.ga.gov Treasurer Security Level: .Email ID: b06f5144-3a73-4725-ab93-f5d1a4a40ecd 3/11/2025 1:24:31 PM **Electronic Record and Signature Disclosure:** Accepted: 2/26/2016 10:03:38 AM ID: 2a61aae5-fe62-454e-9e47-e070cdbd9d0a	DocuSigned by: 74085B5B0FAC425... Signature Adoption: Uploaded Signature Image Using IP Address: 143.100.53.13	Sent: 3/7/2025 3:49:48 PM Resent: 3/11/2025 1:24:07 PM Viewed: 3/11/2025 1:24:38 PM Signed: 3/11/2025 1:24:44 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/11/2025 1:24:38 PM
Signing Complete	Security Checked	3/11/2025 1:24:44 PM
Completed	Security Checked	3/11/2025 1:24:44 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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To contact us by email send messages to: gdot_contracts@dot.ga.gov

To advise Georgia Department of Transportation of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gdot_contracts@dot.ga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Georgia Department of Transportation
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to gdot_contracts@dot.ga.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify Georgia Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Georgia Department of Transportation during the course of my relationship with you.

Georgia DOT Project: N/A
County: Forsyth
GDOT P.I.: 0015591

CONTRACT ITEM AGREEMENT MEMORANDUM OF UNDERSTANDING

between the
Georgia Department of Transportation (hereafter the DEPARTMENT)
and
FORSYTH COUNTY BOARD OF COMMISSIONERS (hereinafter called the OWNER)

Whereas the DEPARTMENT proposes to undertake a project for a ROUNDABOUT in FORSYTH County by contract through competitive bidding, and:

Whereas the OWNER has the following utility facilities which will be within the project limits: 8" and 12" water lines with appurtenances.

Whereas the OWNER does not have adequate equipment and staff to adjust its facilities or for other reasons considers it advantageous to have this work included in the roadway contract to be let by the DEPARTMENT; and, now therefore:

The following is hereby mutually agreed to and understood by both parties:

1. The preliminary engineering, including preparation of detailed plans and contract estimate for the required water items will be accomplished by the OWNER or OWNER'S Consultant, the cost of which will be the responsibility of the OWNER. The plans shall provide for adjustment, relocation, or new installation of the OWNER'S facilities in accordance with the OWNER'S customary practices, standards, and details subject to conformance with the DEPARTMENT'S standard pay items and procedures for including such items in the project contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) Project Plans (prepared by OWNER'S Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including DEPARTMENT'S Standard Construction Details, (5) Standard Specifications. The OWNER'S standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the OWNER'S plans to avoid confusion with the DEPARTMENT's Standard Plans and Standard Construction Details. The OWNER shall provide plans using the DEPARTMENT'S title block design and in the current Microstation file format.

2. The plans and estimate shall be subject to approval by both the DEPARTMENT and OWNER prior to advertising for bids.

3. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the DEPARTMENT except as follows:

If necessary, the Owner will provide additional temporary and permanent easements, at its own expense, for any work outside of the acquisition limits shown on the project right of way plans, and shall certify possession in accordance with DEPARTMENT requirements prior to the Certification deadline for the project.

4. All construction engineering (layout, inspection) and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the OWNER before authorizing any changes or deviations which might affect the OWNER'S facility. Engineering for plan revisions for the OWNER'S facilities shall be the responsibility of the OWNER and OWNER'S Consultant.

5. The OWNER and OWNER'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The cost of any OWNER or OWNER'S Consultant's visits or inspections will be the responsibility of the OWNER. The DEPARTMENT agrees to notify the OWNER when all utility work is complete and ready for final inspection and invite the OWNER to attend the final inspection or provide a corrections list to the DEPARTMENT prior to the final inspection.

6. After award of the highway contract, the OWNER will continue to maintain its pre-existing facilities until adjustment or relocation has been finalized or the pre-existing facilities have been taken out of service. Once adjustment or relocation begins on a segment of the facilities, the DEPARTMENT or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.

7. Upon Maintenance Acceptance or Final Acceptance of the utility work included in the contract and upon certification by the DEPARTMENT'S Engineer and the OWNER, that the work has been completed in accordance with the plans and specifications, the OWNER will accept the adjusted, relocated, and additional facilities and will thereafter operate and maintain said facilities located within the PROJECT right of way subject to the DEPARTMENT'S "Utility Accommodation Policy and Standards Manual, current edition" and any agreements in effect without further cost to the DEPARTMENT or it's CONTRACTOR.

8. The DEPARTMENT and OWNER agree that all matters will be governed by the DEPARTMENT'S Utility Accommodation Policy and Standards. It is contemplated by the DEPARTMENT and OWNER that a Contract Item Agreement will be executed by both parties that will supersede this memorandum. The cost for the utility facilities shall be the responsibility of the OWNER and reimbursement to the DEPARTMEMT shall be handled thru a Contract Item Agreement.

APPROVED FOR THE OWNER BY:

Alfred Johnson — October 6, 2022

(Signature) (Date)

Chairman, Board of Commissioners

(Title)

APPROVED FOR THE DEPARTMENT BY:

_____ _____

(Signature) (Date)

State Utilities Administrator

(Title)

Contract Item Agreement to be required? YES
Preliminary Engineering Agreement to be required? No

Account No. – Class: 733005-309
Department ID: 4848010000
Program No.: 4181401

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

Georgia Project No.: **N/A, Dawson/Forsyth County**
G.D.O.T. P.I. No.: **0015591**

THIS AGREEMENT, made this _____ , by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and **Forsyth County**, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to **construct a roundabout on State Route 9 at County Road 741/Bannister Road in Dawson and Forsyth** County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of **water facilities** in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S **water facilities**, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the DEPARTMENT has relied on the LOCAL AGENCY'S design in the plans for the utility work, which has been approved by the LOCAL AGENCY and accepted by the DEPARTMENT prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition. The DEPARTMENT, its employees, officers, consultant, and officials shall have no liability stemming from the DEPARTMENT's reliance upon the COMPANY'S design plans for the utility relocation.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate, not including betterment, is **$410,700.00** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **$0.00 or 0% and the LOCAL AGENCY shall bear $410,700.00 or 100%.**

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

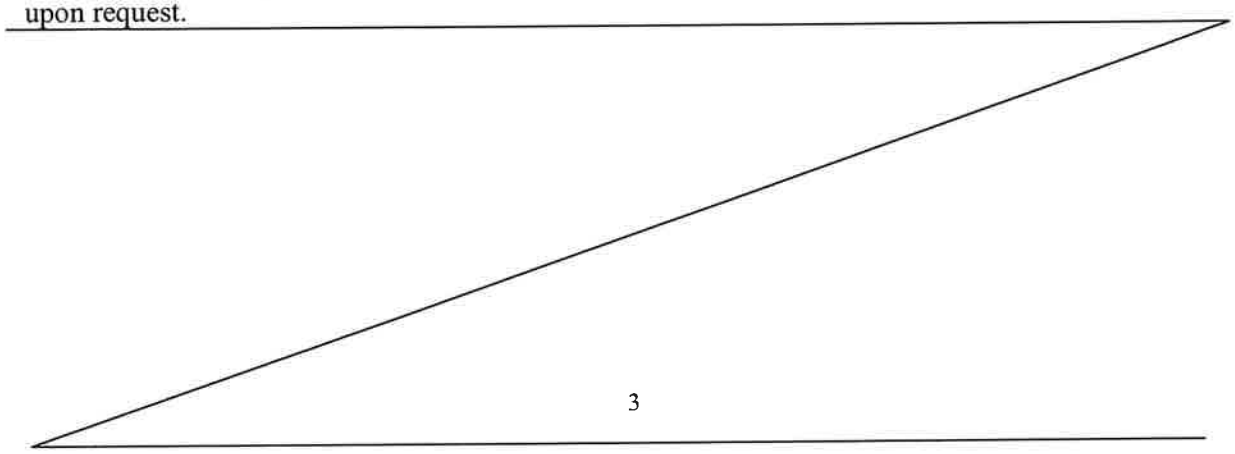
10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

13. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

14. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

FORSYTH COUNTY



BY: _____
CHAIRMAN

Signed on behalf of Forsyth County pursuant to resolution dated February 1, 2024.
****
FEIN 58-600828
****

BY: _____
SECRETARY/ASST.SECRETARY
(OFFICIAL SEAL)

RECOMMENDED:

BY: _____
STATE UTILITIES ADMINISTRATOR

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT NO.: N/A
COUNTY: Dawson, Forsyth
G.D.O.T. P.I. NO.: 0015591
DATE: December 21, 2023 DB

Signed, sealed and delivered this _____ day of _____, 20_____,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
OFFICIAL CUSTODIAN OF THE SEAL

STANDARD UTILITY AGREEMENT
CONTRACT ITEM AGREEMENT

RESOLUTION

STATE OF GEORGIA

FORSYTH COUNTY

BE IT RESOLVED by the CHAIRMAN and BOARD OF COMMISSIONERS of FORSYTH COUNTY, and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, P.I. No. 0015591 to construct a roundabout on State Route 9 at County Road 741/Bannister Road in Dawson and Forsyth County and that Mr. Alfred John as Chairman of the Board and Rhonda Hansard, as Commission Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the CHAIRMAN and BOARD OF COMMISSIONERS of FORSYTH COUNTY.

Passed and adopted, this the 1st day of February, 2024.

ATTEST:
Rhonda P Hansard
COMMISSION CLERK

BY: _____
CHAIRMAN

STATE OF GEORGIA,

FORSYTH COUNTY

I, Rhonda Hansard, as Commission Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Chairman and Board of Commissioners of Forsyth County.

WITNESS my hand and official signature, this the 1st day of February, 2024.

BY: Rhonda P Hansard
COMMISSION CLERK
(OFFICIAL SEAL)

Georgia Department of Transportation

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	FORSYTH COUNTY
Solicitation/Contract No. / Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0015591, DAWSON/FORSYTH COUNTY; TO CONSTRUCT A ROUNDABOUT ON STATE ROUTE 9 AT COUNTY ROAD 741/BANNISTER ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

46107
Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

06/27/2007
Date of Authorization

Forsyth County Board of Commissioners
Name of Contractor

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

Alfred John
Printed Name (of Authorized Officer or Agent of Contractor)

Chairman, Board of Commissioners
Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

February 1, 2024
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

1st DAY OF February, 20 24

Rhonda P Hansard
Notary Public

[NOTARY SEAL]
RHONDA P HANSARD NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES August 22, 2024

My Commission Expires: August 22, 2024

Rev. 8/10/18

P.I. 0015591 SR 9 @ SR 369 Connector/Bannister Rd - Forsyth County Water Department - Water Utilities - 01-13-23

Pay Item and Description		Additional Description	Unit	In-Kind Items			Betterment Items		In-Kind / Betterment Total Qty	Actual Bid Costs					Final QTY	Final Cost
				Orig Plan Total Qty	Orig Est Unit Price	Orig Est Cost	Orig Plan Total Qty	Orig Est Cost		Actual Bid Total Qty	Actual Bid Unit Price	Actual Total Bid Cost	Actual In-Kind Bid Cost	Actual Betterment Bid Cost		
ITEM NO.	Description (Item Number)	Additional Description	UNITS													
600-0001	FLOWABLE FILL(600-0001)		CY	30	$ 650.00	$ 19,500.00		$ -	30			$ -	$ -	$ -		$ -
615.2540	JACK OR BORE PIPE, 18 IN(615.2540)	18" STL CASING, 0.375 IN WT	LF	110	$ 400.00	$ 44,000.00		$ -	110			$ -	$ -	$ -		$ -
670-1080	WATER MAIN, 8 IN(670-1080)	ZINC COATED	LF	295	$ 160.00	$ 47,200.00		$ -	295			$ -	$ -	$ -		$ -
670-1120	WATER MAIN, 12 IN(670-1120)	ZINC COATED	LF	840	$ 220.00	$ 184,800.00		$ -	840			$ -	$ -	$ -		$ -
670-1600	CUT & PLUG EXISTING WATER MAIN(670-1600)		EA	4	$ 3,500.00	$ 14,000.00		$ -	4			$ -	$ -	$ -		$ -
670-2040	GATE VALVE, 8 IN(670-2040)		EA	3	$ 3,500.00	$ 10,500.00		$ -	3			$ -	$ -	$ -		$ -
670-2120	GATE VALVE, 12 IN(670-2120)		EA	2	$ 5,000.00	$ 10,000.00		$ -	2			$ -	$ -	$ -		$ -
670-3129	TAPPING SLEEVE & VALVE ASSEMBLY, 12 IN X 12 IN(670-3129)		EA	1	$ 17,000.00	$ 17,000.00		$ -	1			$ -	$ -	$ -		$ -
670-4000	FIRE HYDRANT(670-4000)	FIRE HYDRANT ASSEMBLY	EA	4	$ 7,000.00	$ 28,000.00		$ -	4			$ -	$ -	$ -		$ -
670-4310	CONCRETE THRUST COLLAR, 8 IN PIPE(670-4310)		EA	2	$ 1,500.00	$ 3,000.00		$ -	2			$ -	$ -	$ -		$ -
670-4320	CONCRETE THRUST COLLAR, 12 IN PIPE(670-4320)		EA	1	$ 2,000.00	$ 2,000.00		$ -	1			$ -	$ -	$ -		$ -
670-5010	WATER SERVICE LINE, 1 IN(670-5010)	COPPER	LF	170	$ 60.00	$ 10,200.00		$ -	170			$ -	$ -	$ -		$ -
670-5620	WATER SERVICE LINE, 3/4 IN(670-5620)	COPPER	LF	50	$ 50.00	$ 2,500.00		$ -	50			$ -	$ -	$ -		$ -
670-9268	STEEL CASING, 18 IN(670-9268)	0.375 IN THK, OPEN CUT INSTALL	LF	50	$ 250.00	$ 12,500.00		$ -	50			$ -	$ -	$ -		$ -
670-9730	RELOCATE EXIST WATER METER, INCL BOX(670-9730)		EA	3	$ 1,400.00	$ 4,200.00		$ -	3			$ -	$ -	$ -		$ -
670-9920	REMOVE EXISTING FIRE HYDRANT(670-9920)		EA	1	$ 1,500.00	$ 1,500.00		$ -	1			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -
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						$ -		$ -	0			$ -	$ -	$ -		$ -
						$ -		$ -	0			$ -	$ -	$ -		$ -

GDOT SHARE 0.00%	TOTAL EST In-Kind $ 410,700.00	TOTAL Betterment EST $ -	TOTAL Actual Bid Cost $ -	TOTAL Actual In-Kind Bid Cost $ -	TOTAL Actual Betterment Bid Cost $ -	TOTAL $ -
UTILITY OWNER SHARE 100.00%	NON-REIMBURSIBLE / FACILITY OWNER SHARE $ 410,700.00	TOTAL ESTIMATE IN-KIND & BETTERMENT $ 410,700.00	TOTAL BID COST NON-REIMBURSIBLE / FACILITY OWNER SHARE $ -	TOTAL BID COST IN-KIND & BETTERMENT $ -		CHECK RECEIVED $ -
	REIMBURSIBLE / GDOT SHARE $ -	TOTAL ESTIMATE IN-KIND (NON REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ 410,700.00	TOTAL BID COST - REIMBURSIBLE / GDOT SHARE $ -	TOTAL BID COST IN-KIND (NON-REIMBURSABLE) FACILITY OWNER SHARE & BETTERMENT $ -		AMOUNT DUE FROM UTILITY OWNER $ -

NOTE:

NOTES:

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Water & Sewer	**Submitted by:**	Jill Pilcher
Date Submitted:	05/09/2025	**Presenter:**	Scott Adams
Meeting Date:	5/20/2025	**Department Head:**	Scott Adams

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Task Order No. 3 with Black & Veatch Corporation under the Standard Services Agreement for Water and Sewer Engineering Services As-Needed (Contract No. 1202300004) in the amount of $526,428.00 for design services of the Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main - Director, Department of Water and Sewer

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Keith Br and Browns Br 36 in Water Main	$526,428.00	$526,428.00	WW059-PRECONSTR-ENGSURVEY-506

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: NO
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Procurement and Finance Review**

Approval List:

Jill Pilcher, Water & Sewer	Created/Initiated - 5/9/2025
Scott Adams, Water & Sewer	Approved - 5/9/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

TASK ORDER No. 3 SCOPE OF SERVICES
UNDER
STANDARD SERVICES AGREEMENT FOR
WATER & SEWER ENGINEERING SERVICES AS-NEEDED (Contract 1202300004)
DATED JANUARY 5, 2023

Owner:	**Forsyth County Department of Water and Sewer (Owner)**
Engineer:	**Black & Veatch Corporation (BV)**
Project Name:	**Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main**
Scope Date:	**May 2, 2025**

SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION

The Owner has requested BV provide professional engineering and design services for the new water transmission main projects identified in the 2022 Water Master Plan as CIP Projects 203 and 412. The work of these CIP Projects is combined into this single task order and includes:

- Design a new 36” water transmission main parallel to the existing 12” water main along Keith Bridge Road from the intersection of Keith Bridge Road and Shadburn Road to the intersection of Keith Bridge Road and Browns Bridge Road. The new 36” water transmission main will continue parallel to the existing 12” water main along Browns Bridge Road to the intersection of Holtzclaw Road and connect to the existing system. A conceptual alignment figure of the new transmission main is included in Appendix A.

- Based on a scoping-level review of the project, the total length is approximately 9,000 LF and involves at least four (4) trenchless crossings of creeks and roads (there are other side road crossings that could be either crossed by installation of cased water main via open cut or trenchless methods depending on GDOT requirements), impacts to traffic along the roads, impacts to driveways and entrances to properties along the route, and potential stream and/or wetlands impacts at a minimum of two separate locations.

- Easement needs are not determined final, this task order has provision for the preparation of condemnation ready easement documents for up to 20 properties. Easement needs will be evaluated and verified by BV during the project.

BV intends to engage the following subconsultants on this project:

- Surveying and Easement Document Preparation:
  Gaskins + Lecraw Surveying Company
  1266 Powder Springs Road
  Marietta, GA 30064
  Contact: Dean C. Olson, PLS

List of Attachments to this Task Order:

- Attachment A: Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main Conceptual Alignment Figure
- Attachment B: Project Schedule
- Attachment C: BV Fee Breakdown

PART 2.0 SCOPE OF SERVICES

The Scope of Work for this project includes:

1. Task 1000 – Project Management and Administration
2. Task 2000 – Project Database
   a. Task 2100 – Survey/SUE
   b. Task 2200 – Environmental Investigations and Delineations
3. Task 3000 –Design Services
   a. Task 3100 – Preliminary Alignment Review, Level 1/30% Design
   b. Task 3200 – Level 2/60% Design
   c. Task 3300 – Level 3/90% Design
   d. Task 3400 – Level 4/Final Design
4. Task 4000 – Permitting and Encroachment Support
5. Task 5000 – Land Acquisition Support
6. Task 6000 – Bidding Support
7. Task 7000 – Construction Administration and Technical Services During Construction (Not Included in This Scope, to be Included in a Future Amendment)

Detailed Scope of Services for each task are described below:

1. <u>Task 1000 – Project Management and Administration</u>

a. Conduct a project kickoff meeting and distribute meeting summary within seven (7) calendar days of the meeting.

b. Conduct periodic and/or formal project progress reviews, as described herein, involving the Project Team to discuss project status. Review with the Owner's Project Manager monthly project status and updates. Reviews are anticipated to be remote virtual calls via MS Teams or similar. A total of 16 monthly project progress reviews during design

are anticipated under this item. Additional in-person meetings for formal milestone reviews are included in the relevant Task 3000 subtasks.

c. Prepare and distribute the project progress review summaries, which will include a record of decisions. Progress reports included with monthly invoicing will reflect the information reviewed during the monthly project progress reviews.

d. Provide project management to coordinate activities of the project team and to provide overall project direction to meet Owner objectives.

e. Prepare and update as needed a Project Execution Plan for the project.

f. Maintain and update a project schedule throughout the project life cycle to indicate major tasks, milestones, and progress completed.

g. Prepare and submit monthly invoicing and progress reports, including project budget and financial status updates using forms provided by Owner. An updated project schedule shall be included with each progress report and invoice submission.

h. Manage and schedule the work of subconsultants performing work on the project. For this project, subconsultants are planned to perform the following services:

   i. Surveying and subsurface utility investigations

   ii. Easement plat and legal description preparation

i. BV will prepare a scope of services for geotechnical investigations needed for the project and provide to the Owner. Owner will retain the services of a geotechnical engineer to perform the geotechnical investigation of this project under a separate task order. BV anticipates delivering the geotechnical investigation scope of service at the start of 60% design.

j. BV will prepare a scope of services for Quality Level A (QL-A) Subsurface Utilities Engineering (SUE) investigations needed for the project and provide to the Owner. QL-A SUE investigations are typically anticipated to be performed by vacuum truck excavation methods. Owner will retain the services of a qualified SUE firm to perform the QL-A SUE investigation of this project under a separate task order. BV anticipates delivering the QL-A SUE investigation scope at the start of 60% design.

2. <u>Task 2000 – Project Database</u>

Task 2000 work shall be performed after Owner's approval of the preliminary pipeline alignment. 30% design shall begin after receipt of the survey, utility, and field work delineations data described in Task 2000 herein.

a. <u>Task 2100: Surveying and Subsurface Utility Investigations</u>

i. Engage the services of a professional land surveyor registered in the State of Georgia to provide surveying services. Surveyor will utilize available existing data, collect current field data, and prepare the survey for the project. The surveying scope of work included is intended to provide a baseline of survey quality required. Some deviation from the survey scope included herein may occur depending on the

surveyor's specific means and methods used, however the survey prepared will meet the industry standards needed for this project and will be adequate for the intended use by the Engineer.

ii. Perform and provide land survey; prepare and submit a project survey basemap in electronic format that will serve as a basis for the engineering design of new project facilities in the survey areas. Include the following:

1. Identify the vertical datum and the horizontal control system used for survey.
2. Establish and identify elevation benchmarks and horizontal control monuments. Provide location descriptions for each monument.
    a. Reference survey ground control for survey to current NAD horizontal state plane coordinates and current NAVD 88 benchmark elevations. Provide a surveyed conversion for local and historical datums**.**
    b. For pipeline route surveys, establish and identify control monuments near the beginning and end of the pipeline and at regular intervals along the alignment corridor as required for the survey.
3. Conduct research at city and county offices for local survey control, street centerline information, and boundary information.

iii. Perform land boundary surveying.

1. Determine, locate, and identify property boundaries, platted lot lines, easements, and rights-of-way, as needed for project permit approvals and approvals of easement and land acquisition documents.

iv. For pipeline route survey provide a corridor mapping width of a minimum of 150 feet for the ground survey and 600 feet for the aerial survey. The corridor will generally be centered on the roads that the pipeline follows but may deviate where designated by the Engineer when developing the detailed pipeline alignment.

v. Property Owner names, site address, deed reference, and County parcel identification numbers to be shown on the survey base map.

vi. Label major contour elevations at a 10-foot interval and minor contour elevations at 2-foot intervals dependent on the steepness of the slope as appropriate. Surveyor shall provide surface data in a format that can be imported into Civil3D to allow CAD technicians to change the surface displays as necessary when developing construction drawings.

vii. Subsurface Utilities Engineering (SUE) Investigation

1. Perform research and identify utilities, including utility types, sizes, materials, locations, direction, and elevations from utility records, visible observations, utility field locations, and other information available. Contact utilities and obtain utility mapping records (subject to utility response).

2. Perform Quality Level-B field marking of subsurface utilities for the selected route on the "pipeline" side of the road. The survey shall locate those markings and identify them as such on the survey drawings. Utilities on the opposite side of the road away from the pipeline construction area shall be depicted to Quality Level-C level of detail. For utilities that are accessible from manholes and catch basins (sanitary and storm sewer lines, culverts, etc.) locate and identify invert elevations, pipe diameters, manhole interior dimensions, manhole lid sizes, rim elevations, and catch basin interior dimensions.
3. Provide record of all utility contacts, including company name, person contacted, address, telephone number, date, and a copy of all information obtained or recorded. Utility research and documentation shall meet or exceed CI/ASCE 38-02 Quality Level B or C, as determined needed by the Engineer.
4. Provide recommendations for scope locations of QL-A SUE test pits and prepare a scope of services for the QL-A SUE investigation that will be used by the Owner as described in Task 1000, Paragraph J above. The QL-A SUE investigation is anticipated to be performed under separate contract by a separate party engaged by the Owner.
5. BV plans to prepare the QL-A SUE scope and submit it to the Owner after completion and Owner approval of Task 3100 below.

viii. As part of the ground-based topographical survey identify all visible improvements, natural and artificial site topography, contours, utilities, drainage courses, rock outcroppings, banks or slope lines, highways, streets, curb and gutters, signs, traffic control signs, fencing, gates, culverts, driveways, landscaping, structures, creeks, rivers, ponds, septic fields, railroads, etc. Locate and identify the type and size of all trees in landscaped, developed, and generally clear areas, and all trees 12 inches in diameter and larger in wooded areas. Identify type of materials where applicable.

ix. Identify spot elevations and show contours for surfaces surveyed.

x. At water crossing locations, provide ground-based topographic survey of stream channel and stream bed, both above and below water and identify water surface elevations on the date of the survey.

xi. Research and identify the FEMA 100-year floodplain elevation within and immediately adjacent to the survey areas for the Project.

xii. At surveyor's discretion, without impacting quality of surveys, perform ground-based high-definition surveying (3D laser scanning) using remote sensing with Light Detection and Ranging (LiDAR) equipment to survey existing piping, equipment, and structure surfaces in the following specific locations:

1. Surveyor shall identify locations in their proposal areas where these technologies are going to be implemented.

xiii. The completed survey shall be sealed by a land survey registered in the State of Georgia and submitted to the Owner. The sealed survey shall be shown on set up route survey sheets sized 22" x 34", at 50 scale or greater resolution.

b. <u>Task 2200: Wetlands Delineations, Ecology Investigations, and other Environmental Investigations</u>

i. Task 2200.1: Wetland Delineation

1. Visit the site and make a determination if any freshwater jurisdictional and/or non-jurisdictional wetlands are present on the subject project site in accordance with the Corps of Engineers Wetland Delineation Manual; January 1987. Delineate wetlands present within the project limits. Delineate wetlands with GPS and place field flagging. GPS points will be incorporated into the project survey electronic files to depict delineated wetlands.
2. Show on the design drawings the two locations where the flood plain as shown on Georgia DFIRM 13 117 C0064G. Wetlands, if present, are likely to be delineated in these areas. Total area anticipated to be screened for presence of wetlands and delineated will be for a total length of 1,000 LF where delineations on both sides of the relevant roads are anticipated with a width of approximately 100 ft. The total area to be screened is approximately 2.3 acres.
3. BV will also inspect the remainder of the alignment to verify there are no other wetlands impacted by the project.
4. Prepare reports and/or other documentation as needed to support future permit submittal and approval for wetlands impacts to USACOE later in the project.

ii. Task 2200.5: Stream Buffer Delineations and Permitting

1. Delineate stream buffers per GA EPD requirements (25-ft undisturbed buffer and 50-ft impervious buffer from wrested vegetation) and reflect stream buffers on the project drawings.
2. Research and incorporate additional stream buffer restrictions enacted by Forsyth County as required.
3. Identify required stream buffer variance permitting and review the design to identify the potential to incorporate features to the design that would exclude the work from stream buffer permitting if possible.
4. If required, prepare requirement permit application and submit to GA EPD on behalf of the Owner.
5. Prepare public notices as needed for publication and perform tasks as needed to complete the stream buffer variance permitting process and obtain the approval as required for the project.

c. Geotechnical Investigations

i. BV will prepare a recommended scope for a geotechnical investigation of the project. The geotechnical investigation is anticipated to be performed under separate contract by a separate party engaged by the Owner.

ii. BV plans to prepare the geotechnical scope and submit it to the Owner after completion and Owner approval of Task 3100 below.

3. Task 3000 – Design Services

Design services include preparing the design basis and level of detailed design appropriate for the required permit approvals and public bidding for construction. This generally includes performing a pipeline alignment review (Level 1/30%), and completing detailed design documents and specifications at each of the design stages (Level 2/60%, Level 3/90%, Final) as described below.

a. Task 3100: Level 1/30% Design – Alignment Evaluation and Pipeline Routing:

i. Prior to commencing the survey, SUE, and other field investigations for the project, verify the new pipeline preliminary alignment as follows:

1. Prepare GIS base maps of the project, including available data sets for utilities, aerial photography, wetlands, streams, topography, planimetric data, public rights-of-way, and property boundaries. Wetlands and other sensitive areas to be depicted in general based on stream buffers and other engineer's judgement.

2. Plan and attend a site walk with the Owner to review site conditions and identify the preliminary pipeline alignment. BV will establish where the pipeline will be located within public right-of-way or within off right-of-way easements based on the conditions found during the site walk.

3. BV will prepare a summary after the site walk that documents the site walk findings and the preliminary alignment that is determined during the site walk.

ii. Prepare and submit a listing of needed permits for the preliminary alignment.

iii. Submit the preliminary alignment documentation to Owner for Owner's approval. Upon receipt of Owner's approval, commence surveying and field investigations per Task 2000 above.

iv. After receipt of required survey, SUE, and field data, prepare the 30% design package based on received survey and data that includes:

1. Plans to include cover sheet, legend and vicinity maps, overall key maps, 30% plan and profiles, project specific and standard details related to water main construction. Show needed easements on the 30% documents.

a. Stormwater and erosion control drawings, notes, and details, traffic control notes and details, pavement replacement notes and details, and other non-water main related construction drawings and details will not be included

with 30% (but will be prepared and included in 60% and subsequent design milestones).

2. Table of Contents Style Specifications Outline. BV anticipates using the current Keith Bridge and Hurts Bridge pipeline project specifications as a template for this project.
3. Prepare a comparative AACE Level 5 Engineer's Opinion of Probable Construction Cost (OPCC) estimate for the 30% design.

v. Perform internal quality review of the Level 1/30% design documents.

vi. Submit the Draft Level 1/30% Design Package consisting of the following:

1. Plan and profile layouts at 1:50 scale or similar of the pipeline design, annotated with major features and appurtenances such as trenchless crossings, valves, air releases, blow-offs, and stream crossings.
2. Specifications outline shown above.
3. Permit listing.
4. 30% OPCC.

vii. Following Owner review, meet with the Owner, and receive Owner comments.

b. <u>Tasks 3200: Level 2/60% Design</u>

i. After Level 1/30% Design review meeting with Owner, proceed with Level 2/60% design incorporating and addressing Owner's 30% review comments.

ii. Provide Owner with geotechnical services and QL-A SUE scope as described above. As the investigations are completed, coordinate with Owner and Owner's geotechnical and QL-A SUE providers to obtain data and incorporate into Level 2/60% Design.

iii. Level 2/60% Design plans to include cover sheet, legend and vicinity maps, overall key maps, 60% plan and profiles, project specific and standard details, stormwater and erosion control drawings, notes, and details, and traffic control notes and details.

iv. Site specific traffic control details, site distance analysis, and other detailed traffic control design is not included. Traffic control notes and details will be based on standard Manual of Uniform Traffic Control Devices (MUTCD) requirements.

1. 60% plans to include:
    a. Centerline alignment and call out piping sizes and materials.
        i. Centerline alignment geometry suitable for staking will not be shown on plans. BV anticipates to provide a staking report and alignment CAD file to the constructing contractor from the Civil3D design software used to prepare the design.

b. Depict fittings, valves, and appurtenances via symbology, and call out items needed to identify them on the plans.

c. Depict easement limits and dimensions. Denote dimensions, temporary vs. permanent easements, and differentiate property acquisition from easements.

d. Limits of cased pipe installations, both trenchless and open cut casing installations, and bore pits as applicable. Call out lengths, wall thickness, casing materials, bore pit approximately sizing, etc.

e. Symbology showing limits of pavement trench patching and/or mill and inlay areas of pavement restoration. Call out trenching and pavement repair and restoration detail references and pavement material quantities as needed.

f. Profiles will include:

   i. Existing grade and locations of regrading over the pipeline.

   ii. Vertical pipeline design showing top and bottom of pipe, fittings and appurtenances, deflected pipe areas, and restrained joint sections.

   iii. Crossing utilities size, type, and clearance from the proposed pipeline.

   iv. Depict areas of road crossing and ditch/stream crossings.

   v. Cased pipeline limits, showing size, material, wall thickness, and lengths of casing.

g. Installation notes and contractor direction.

h. Sequencing direction or requirements.

i. Geotechnical information as provided by the Owner's geotechnical provider.

j. Design will reflect QL-A SUE data as provided by the Owner's QL-A SUE data provider.

k. Project specific details such as interconnections or trenchless crossing details.

l. Standard construction details.

m. Stormwater management and erosion control design sheets, note sheets, and detail sheets.

n. Traffic control notes and details.

2. Prepare 60% technical specifications. Use the technical specification from the Keith Bridge and Hurts Bridge project currently under construction as a template.

3. Prepare 60% Front End Documents and Bid Form that includes bid item quantities. Utilize County standard documents (EJCDC general conditions, County standard templates, etc.).

4. Prepare a comparative AACE Level 3 Engineer's Opinion of Probable Construction Cost (OPCC) estimate for the 60% design.
5. Perform internal quality review of the 60% design documents.
6. Submit 60% design documents to Owner.
7. Organize and lead 60% design review meeting with Owner. Comments received by BV will be addressed during the Level 3/90% design stage described below.

c. <u>Tasks 3300: Level 3/90% Design</u>

i. 90% design effort to include:

1. Same as defined in 60% in Task 3200, with Owner comments addressed and revised as needed, as well as revisions per permit agencies, easement stipulations, etc. addressed to extent received.
2. Prepare 90% technical specifications. Use the technical specification from the Keith Bridge and Hurts Bridge project currently under construction as a template.
3. Prepare 90% Front End Documents and Bid Form that includes bid item quantities. Utilize County standard documents (EJCDC general conditions, County standard templates, etc.).
4. Prepare a comparative AACE Level 2 Engineer's Opinion of Probable Construction Cost (OPCC) estimate for the 90% design.
5. Perform internal quality review of the 90% design documents.
6. Submit 90% design documents to Owner.
7. Organize and lead 90% design review meeting with Owner. 60% review comments and input to be addressed in preparation of 90% design documents.

d. <u>Tasks 3400: Final Design</u>

i. Update and complete the design drawings, specifications, and bid documents addressing Owner and regulatory agency comments as needed to progress the work to construction ready status.

ii. Prepare Final Front End Documents and Bid Form that includes bid item quantities. Utilize County standard documents (EJCDC general conditions, County standard templates, etc.). Provide a completed, combined advertisement ready Project Manual that includes the Final Front End Documents, Final Technical Specifications, attachments, appendices, etc.

iii. Prepare a comparative AACE Level 1 Engineer's Opinion of Probable Construction Cost (OPCC) estimate for the Final design.

iv. Perform internal quality review of the Final design documents.

v. Submit Final design documents to Owner.

vi. Perform internal quality review of the Final design documents.

vii. If requested by Owner, organize and lead Final design review meeting with Owner.

4. <u>Task 4000 – Permitting and Encroachment Support</u>

a. This task involves the identification of and assistance to the Owner with acquisition of required permits for the project.

b. Submit the required sets of documents for approval and attend up to two review meetings and project site visits with regulatory staff, as required, to discuss the project permitting.

c. Permitting and encroachment support services described under this task are anticipated to be begin during Level 3/90% Design.

d. BV will prepare and submit permit application packages for the needed approvals, currently anticipated to include the approvals as described below.

e. BV will perform the work as described below to carry out needed site investigations, prepare submittals, and obtain approvals for:

i. US Army Corp of Engineers – Nationwide Permit 58 (or other)

ii. Permit Applications: Prepare and submit a permit application package to the USACE, including the delineation report, project description, and impact assessment.

1. Obtain Nationwide Permit approval (NWP58 or as applicable at the time of the application) from the USACE for the project. Includes preparing and submitting necessary permit application, alternatives analysis, project justification, attending meetings with appropriate regulatory agencies related to discussions and obtaining approval of the submitted permit application.

2. Agency Coordination:

a. Prepare Jurisdictional Determination Request for submittal to USACE and provide ongoing coordination to acquire written verification of jurisdictional limits on the subject project limits.

b. Coordinate with USACE and other relevant agencies to address any comments or requests for additional information.

c. USACE Site Visit (if needed): If requested by USACE, accompany USACE to the site to review and provide justification of delineated wetlands or isolated wetland determinations.

f. BV will perform the work as described below to perform needed site investigations, prepare submittals, and obtain approvals for:

i. Forsyth County – Land Disturbance Permit

ii. General NPDES GAR100002: Stormwater Discharges for Infrastructure Construction Projects (issued by Forsyth County as delegated Local Issuing Authority).

iii. GA EPD Stream Buffer Variance

iv. USACOE approval of wetlands disturbance per Nationwide Permit 58.

v. GDOT Utility Encroachment Approval via the GDOT Permit Application System (GPAS)

vi. Forsyth County Utility Permit for right-of-way encroachment.

5. Task 5000 – Land Acquisition Support

a. Prepare temporary easement, permanent easement, and land parcel legal descriptions of the metes and bounds for each easement and land parcel that is to be acquired by the Owner. The legal description of each easement or land parcel to be acquired shall include an exhibit identifying and dimensioning the easement with respect to the written description for existing properties. Each legal description and exhibit shall include the area in square feet and acres.

b. Condemnation ready plats and legal descriptions shall be prepared to meet the State of Georgia and the applicable county recording requirements, and other project specific requirements per Owner standard practices.

c. Up to 20 easements are anticipated for this project.

d. Preparation of title searches, easement valuations, and property Owner negotiations will be performed by the Owner or the Owner's agent.

e. Preparation of easement documents and legal descriptions are intended to begin after completion of 60% design phase and after Owner concurrence with the limits of easement acquisitions proposed for the project.

6. Task 6000 – Bidding Support

a. This task involves the supporting the Owner with the process of publicly bidding and awarding the project to a successful bidder.

b. Provide Final Bid Ready bidding documents, drawings, and specifications in digital PDF electronic format. Owner will advertise the project via online service on www.bonfire.com. Other forms of project advertisement will also be performed by the Owner.

c. Hard copies are not anticipated to be provided for bid document distribution. BV anticipates parties that obtain the bid documents will be responsible for their own printing and reproduction. BV will provide hard copies to the Owner as noted in Part 3 below.

d. Planholders' and bidders' lists will be maintained via the online service. BV will not maintain a list of planholders, bidders, or document purchasers.

e. Pre-Bid Conference and Site Visits: BV will attend a pre-bid conference and one pre-bid site visit with the Owner and potential bidders. The Owner will prepare the agenda for and lead the pre-bid conference. BV will support the Owner during the meeting as requested.

f. Written Addenda: All questions received either in writing or at the pre-bid conference and site visit shall be responded to via written addenda published by the Owner via the

online service at www.bonfire.com. The Owner will forward all questions received to BV and BV will prepare the addenda for the project.

g. Bid Opening: Upon request, BV will attend the bid opening. BV will review the bids received, check for math and clerical errors, bid omissions, and provide a bid tabulation and letter of award recommendation to the Owner.

h. The Owner will provide the Notice of Award to the successful bidder and coordinate any legal review and County process to approve and execute the contract with successful bidder.

i. The Owner will provide the successful bidder with the construction notice to proceed upon execution of the construction contract.

7. Task 7000 – Construction Administration and Technical Services During Construction (SDC)

a. Construction support services are not included in this scope of work. Construction support services shall be addressed by a future task order or amendment prior to commencement of project construction.

PART 3.0 LIST OF DELIVERABLES

1. Task 1000 – Project Management and Administration
   a. Monthly project reports, updated schedule, and financial status reports with each invoice.
   b. Project Kickoff Meeting Agenda and Summaries.
   c. Progress Meeting Agendas and Summaries.

2. Task 2000 – Project Database
   a. Environmental Investigations and Delineations Report.
   b. Sealed survey base drawing.

3. Task 3000 – Design Services
   a. Tasks 3100 – 3400:
      i. Drawings, specifications, and OPCC at each of the design milestones as described under Task 3000.

4. Task 4000 – Permitting and Encroachment Support
   a. Permitting submittal packages and approval documentation for each approval required and obtained by the Engineer.

5. Task 5000 – Land Acquisition Support
   a. Up to 20 easement plats and legal descriptions

6. Task 6000 – Bidding Support
   a. Addenda to be published to bidders and planholders.

b. Bid tabulation and report of any math errors or discrepancies discovered during review of bids received.
c. Award recommendation letter.

7. Task 7000 – Construction Administration and Technical Services During Construction
   a. Not included in scope of work.

PART 4.0 ADDITIONAL SERVICES, NOT PART OF SCOPE OF SERVICES

Any work requested by Owner that is not included in one of the items specific to this Agreement shall be considered Additional Services or Supplemental Services.

Supplemental services shall include, but are not limited to:

1. Environmental assessment, environmental impact statements, soil and groundwater assessments, environmental sampling/testing for the presence of synthetic or volatile organic compounds and/or heavy metals, or other hazardous site contamination.
2. Surveys for asbestos containing building materials (ACBM) or lead-based paint.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
4. Public outreach assistance. BV assumes Owner will use its own internal public and/or community outreach staff for public communication needs related to this project.
5. Wetlands impact mitigation planning or other work involving obtaining wetlands mitigation credits. Wetlands impacts on this project are anticipated to be temporary in nature, no permanent loss of wetlands is anticipated. BV anticipates approval via NWP58 of temporary wetlands impacts without need for mitigation.

PART 5.0 SUMMARY OF MEETINGS

A list of meetings defined in Part 2.0 Scope of Services is included below:

<u>Task 1000 – Project Management and Administration</u>

A. Project Kickoff Meeting – One
B. Monthly Project Reviews
   a. Twelve included over 16 month timeframe.
   b. Planned as virtual calls between BV Project Manager and Engineering Manager with Owner and not as in person or on site.

c. Monthly reviews are not planned during months of little activity such as when design and permitting are complete but easements are still being acquired before bidding.

Task 3000 – Design Services

A. One formal in person meeting planned to be held at Owner's office for milestone reviews of each of 30%, 60%, 90%, and Final designs. Four (4) meetings total. BV will prepare meeting agendas and summaries for each meeting, as well as keep summaries of client comments and responses to client comments. BV attendance is planned as Project Manager, Engineering Manager, and key design staff.

PART 6.0 OWNER RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

A. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the Owner and which may be useful in the work involved under this contract.

B. Access to public and private property when required in performance of the Engineer's services.

C. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

D. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

E. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

F. Legal services regarding issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

G. Placement and payment for advertisement for RFP's in appropriate publications.

H. Manage the performance of other consultants under direct contract to Owner necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation).

I. Fees for any permits required for this project will be paid directly from the Owner to the Permitting Agency, Authority Having Jurisdiction, etc.

PART 7.0 PERIODS OF SERVICE

See Attached Schedule, Attachment B. The notice to proceed date shown is anticipated and will be updated to reflect the actual notice to proceed date and the rest of the schedule updated accordingly.

PART 8.0 COMPENSATION

Compensation by Owner to Engineer will be as follows: Compensation method shall be Unit Labor Rates by Labor Category basis as defined in the Agreement, using Engineer's standard hourly rates for the calendar year in which the work is performed. The total cost for all services provided under this Task Order No. 3 will not exceed **$526,428.00** unless changed by written amendment executed by both parties. A breakdown of the fees for this project is included with Attachment C to this Task Order. BV has assumed the 2026 billing rates will be subject to a 4.5% escalation of the 2025 billing rates.

Engineer agrees to use best efforts to perform the services within the billing limits and in accordance with the agreed upon schedules. If, at any time, Engineer has reason to believe that the cost of the services will be greater or substantially less than the billing limits, Engineer will notify OWNER to that effect, giving a revised billing limit for performance of the services.

The above-described services shall proceed upon execution of this Task Order No. 3. All other provisions, terms and conditions of the Agreement, as amended, which are not otherwise modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, OWNER and Engineer have executed this Task Order No. 3 under the Agreement.

FORSYTH COUNTY, GEORGIA (Owner)

By: _____

Name: _____

Title: _____

Date: _____

BLACK & VEATCH CORPORATION (Engineer)

By: _____

William J. Wells, P.E.
Vice President

Date: 5/8/25

END TASK ORDER 3 SCOPE OF SERVICES

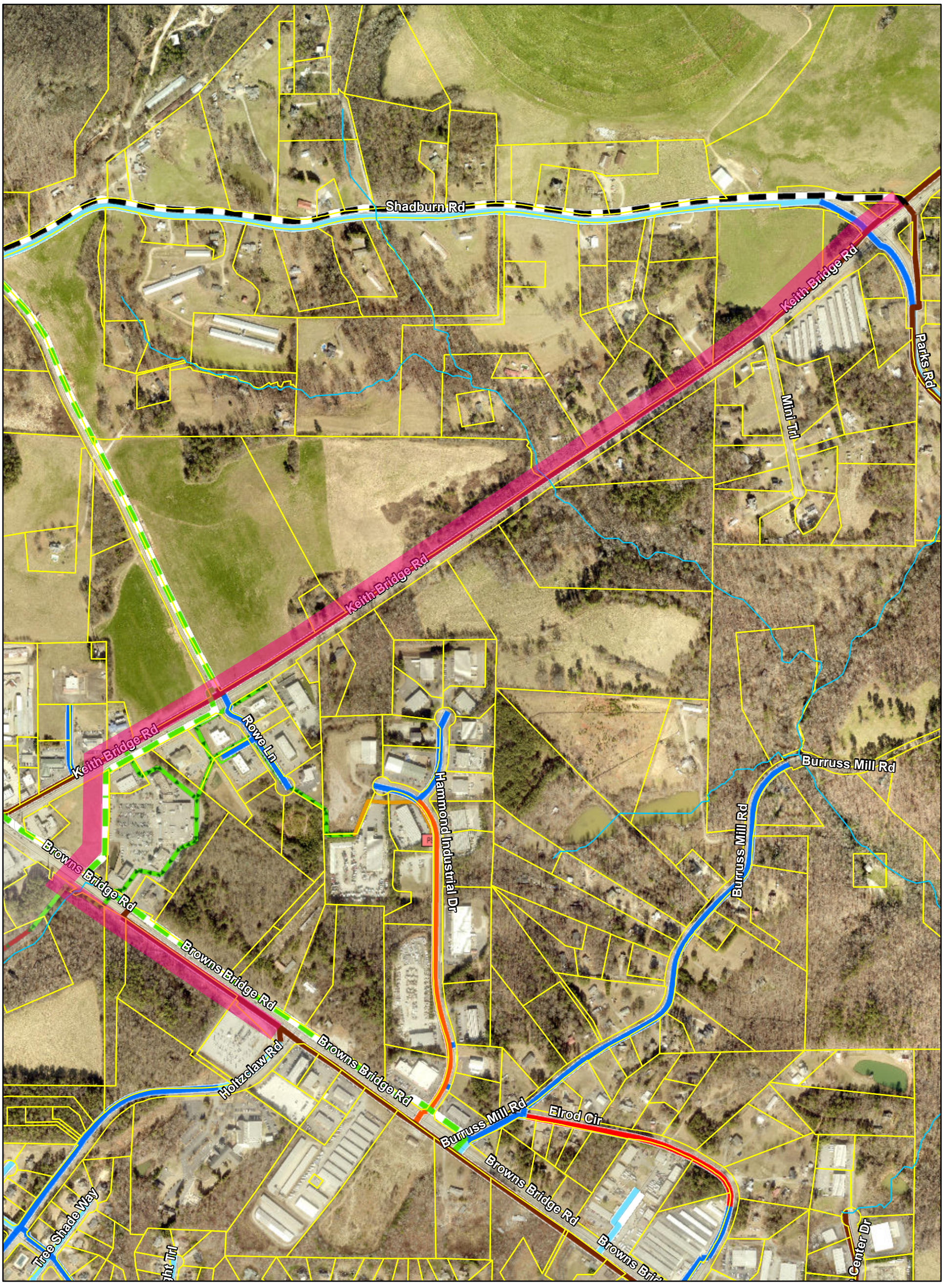
TASK ORDER No. 3 SCOPE OF SERVICES
UNDER
STANDARD SERVICES AGREEMENT FOR
WATER & SEWER ENGINEERING SERVICES AS-NEEDED (Contract 1202300004)
DATED JANUARY 5, 2023

Owner:	**Forsyth County Department of Water and Sewer (Owner)**
Engineer:	**Black & Veatch Corporation (BV)**
Project Name:	**Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main**
Scope Date:	**May 2, 2025**

ATTACHMENT A

KEITH BRIDGE RD AND BROWNS BRIDGE RD 36-INCH WATER TRANSMISSION MAIN GIS MAP
CONCEPTUAL ALIGNMENT

Keith Bridge Rd and Browns Bridge Rd 36-inch Water Transmission Main



4/16/2025, 5:14:01 PM

Rivers and Streams
- Stream
- City of Cumming Service Area
- Property - Tax Parcels
- Forsyth County Road Labels
- County Boundary
- Water Main-Outline

Water Main - FCWS
- 2"
- 6"
- 8"
- 10"
- 12"
- 16"
- 24"
- 36"

Sewer Gravity Mains - Active
- Private/Other
- Forsyth County

Sewer Lateral Lines
- Forsyth County Water and Sewer

Sewer Pressurized Mains - Active
- Sewage,Forsyth County Water and Sewer
- Sewage,City of Cumming or Private

1:7,200

0 437.5 875 1,750 ft

0 130 260 520 m

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
Forsyth County Water & Sewer Dept, Forsyth County GIS

ArcGIS Web AppBuilder

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS | Forsyth County Water & Sewer Dept, Forsyth County GIS | GIS Department, Forsyth County Georgia | GIS Department, Forsyth

TASK ORDER No. 3 SCOPE OF SERVICES
UNDER
STANDARD SERVICES AGREEMENT FOR
WATER & SEWER ENGINEERING SERVICES AS-NEEDED (Contract 1202300004)
DATED JANUARY 5, 2023

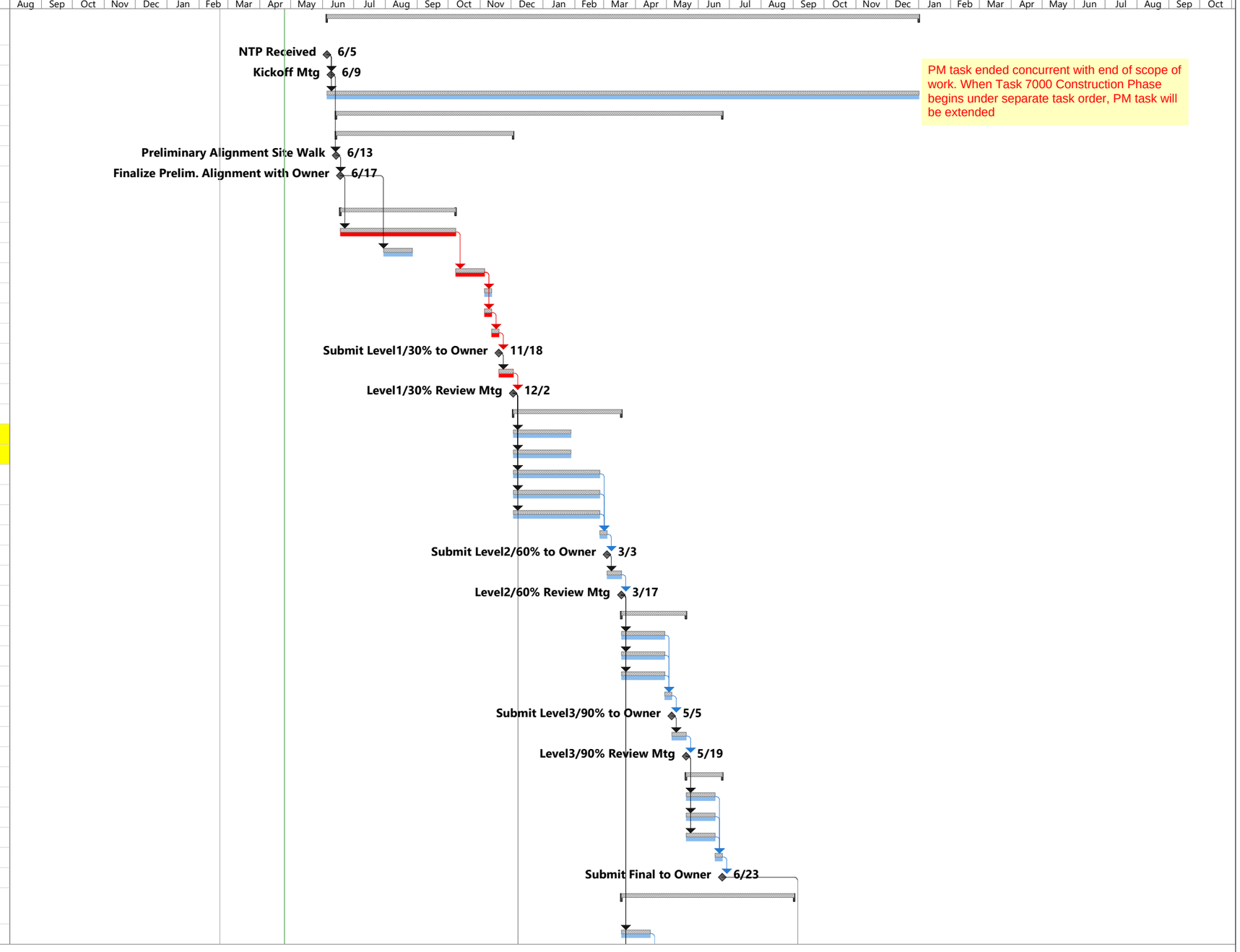
Owner:	**Forsyth County Department of Water and Sewer (Owner)**
Engineer:	**Black & Veatch Corporation (BV)**
Project Name:	**Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main**
Scope Date:	**May 2, 2025**

ATTACHMENT B

PROJECT SCHEDULE

Forsyth Co. Water and Sewer
Keiths Bridge and Browns Bridge Road
36" Water Transmission Main
5/2/2024

ID	Task Name	Duration	Start	Finish
1	**Task 1000 - Project Management and Administration**	**411 days**	**Thu 6/5/25**	**Thu 12/31/26**
2	NTP Received	0 days	Thu 6/5/25	Thu 6/5/25
3	Kickoff Mtg	0 days	Mon 6/9/25	Mon 6/9/25
4	PM and Admin Activities	411 days	Thu 6/5/25	Thu 12/31/26
5	**Task 3000 - Design Services**	**267 days**	**Fri 6/13/25**	**Tue 6/23/26**
6	**Level 1/30% Design**	**122 days**	**Fri 6/13/25**	**Tue 12/2/25**
7	Preliminary Alignment Site Walk	0 days	Fri 6/13/25	Fri 6/13/25
8	Finalize Prelim. Alignment with Owner	0 days	Tue 6/17/25	Tue 6/17/25
9	**Task 2000 - Project Database**	**80 days**	**Wed 6/18/25**	**Tue 10/7/25**
10	Survey/QL-B SUE	80 days	Wed 6/18/25	Tue 10/7/25
11	Environmental Investigations and Delin	20 days	Wed 7/30/25	Tue 8/26/25
12	30% Plans Preparation	20 days	Wed 10/8/25	Tue 11/4/25
13	Spec Outline Preparation	5 days	Wed 11/5/25	Tue 11/11/25
14	30% OPCC	5 days	Wed 11/5/25	Tue 11/11/25
15	QC Review	5 days	Wed 11/12/25	Tue 11/18/25
16	Submit Level1/30% to Owner	0 days	Tue 11/18/25	Tue 11/18/25
17	Level1/30% Owner Review	10 days	Wed 11/19/25	Tue 12/2/25
18	Level1/30% Review Mtg	0 days	Tue 12/2/25	Tue 12/2/25
19	**Level 2/60% Design**	**75 days**	**Wed 12/3/25**	**Tue 3/17/26**
20	QL-A SUE Test Pits (by Owner)	40 days	Wed 12/3/25	Tue 1/27/26
21	Geotech Investigation (by Owner)	40 days	Wed 12/3/25	Tue 1/27/26
22	60% Plan Preparation	60 days	Wed 12/3/25	Tue 2/24/26
23	60% Spec Preparation	60 days	Wed 12/3/25	Tue 2/24/26
24	60% OPCC	60 days	Wed 12/3/25	Tue 2/24/26
25	QC Review	5 days	Wed 2/25/26	Tue 3/3/26
26	Submit Level2/60% to Owner	0 days	Tue 3/3/26	Tue 3/3/26
27	Level2/60% Owner Review	10 days	Wed 3/4/26	Tue 3/17/26
28	Level2/60% Review Mtg	0 days	Tue 3/17/26	Tue 3/17/26
29	**Level 3/90% Design**	**45 days**	**Wed 3/18/26**	**Tue 5/19/26**
30	90% Plan Preparation	30 days	Wed 3/18/26	Tue 4/28/26
31	90% Spec Preparation	30 days	Wed 3/18/26	Tue 4/28/26
32	90% OPCC	30 days	Wed 3/18/26	Tue 4/28/26
33	QC Review	5 days	Wed 4/29/26	Tue 5/5/26
34	Submit Level3/90% to Owner	0 days	Tue 5/5/26	Tue 5/5/26
35	Level3/90% Owner Review	10 days	Wed 5/6/26	Tue 5/19/26
36	Level3/90% Review Mtg	0 days	Tue 5/19/26	Tue 5/19/26
37	**Final Design**	**25 days**	**Wed 5/20/26**	**Tue 6/23/26**
38	Final Plan Preparation	20 days	Wed 5/20/26	Tue 6/16/26
39	Final Spec Preparation	20 days	Wed 5/20/26	Tue 6/16/26
40	Final OPCC	20 days	Wed 5/20/26	Tue 6/16/26
41	QC Review	5 days	Wed 6/17/26	Tue 6/23/26
42	Submit Final to Owner	0 days	Tue 6/23/26	Tue 6/23/26
43	**Task 4000 - Permitting and Encroachment Support**	**120 days**	**Wed 3/18/26**	**Tue 9/1/26**
44	USACOE NWP 58 App Prep and Submittal	20 days	Wed 3/18/26	Tue 4/14/26

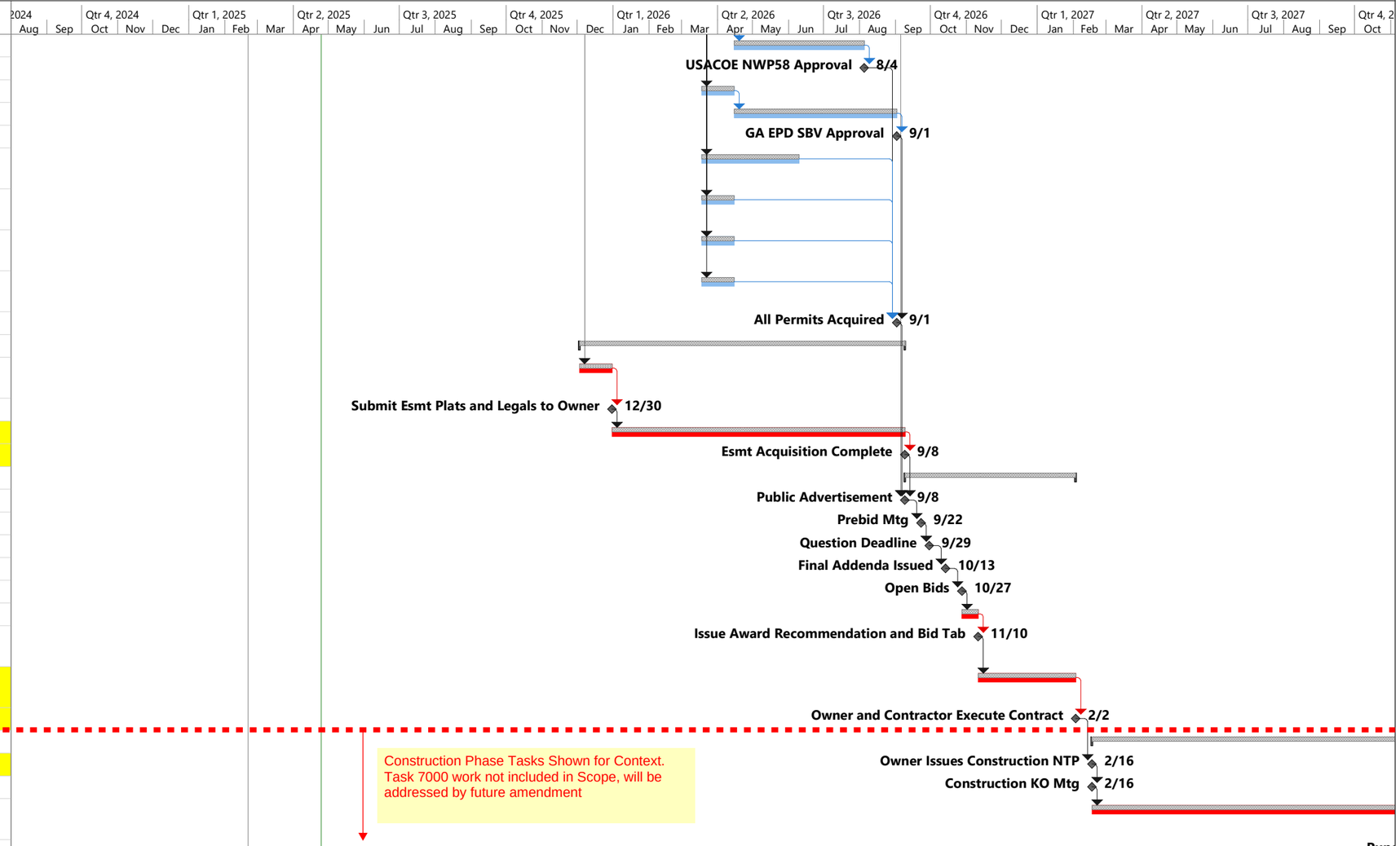


B&V Proposal No.
909261.0002

Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress		
Split	Inactive Task	Duration-only	Finish-only	Critical	baseline		
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split			
Summary	Inactive Summary	Manual Summary	External Milestone	Progress			

Forsyth Co. Water and Sewer
Keiths Bridge and Browns Bridge Road
36" Water Transmission Main
5/2/2024

ID	Task Name	Duration	Start	Finish
45	USACOE NWP 58 Review	80 days	Wed 4/15/26	Tue 8/4/26
46	USACOE NWP58 Approval	0 days	Tue 8/4/26	Tue 8/4/26
47	GA EPD SBV App Prep and Submittal	20 days	Wed 3/18/26	Tue 4/14/26
48	GAEPD SBV Review	100 days	Wed 4/15/26	Tue 9/1/26
49	GA EPD SBV Approval	0 days	Tue 9/1/26	Tue 9/1/26
50	GDOT GPAS Permitting (Submittal to Approval)	60 days	Wed 3/18/26	Tue 6/9/26
51	Forsyth Co. LDP Permitting (Submittal to Approval)	20 days	Wed 3/18/26	Tue 4/14/26
52	NPDES Permitting (Submittal to Approval)	20 days	Wed 3/18/26	Tue 4/14/26
53	Forsyth Co. ROW Encroachment (Submittal to Approval)	20 days	Wed 3/18/26	Tue 4/14/26
54	All Permits Acquired	0 days	Tue 9/1/26	Tue 9/1/26
55	**Task 5000 - Land Acquisition Support**	**200 days**	**Wed 12/3/25**	**Tue 9/8/26**
56	Prepare Esmt Plats and Legal Descriptions	20 days	Wed 12/3/25	Tue 12/30/25
57	Submit Esmt Plats and Legals to Owner	0 days	Tue 12/30/25	Tue 12/30/25
58	Owner Acquires Esmts	180 days	Wed 12/31/25	Tue 9/8/26
59	Esmt Acquisition Complete	0 days	Tue 9/8/26	Tue 9/8/26
60	**Task 6000 - Bidding Support**	**105 days**	**Tue 9/8/26**	**Tue 2/2/27**
61	Public Advertisement	0 days	Tue 9/8/26	Tue 9/8/26
62	Prebid Mtg	0 days	Tue 9/22/26	Tue 9/22/26
63	Question Deadline	0 days	Tue 9/29/26	Tue 9/29/26
64	Final Addenda Issued	0 days	Tue 10/13/26	Tue 10/13/26
65	Open Bids	0 days	Tue 10/27/26	Tue 10/27/26
66	Review of Bids	10 days	Wed 10/28/26	Tue 11/10/26
67	Issue Award Recommendation and Bid Tab	0 days	Tue 11/10/26	Tue 11/10/26
68	County Bid Review and Contracting Process	60 days	Wed 11/11/26	Tue 2/2/27
69	Owner and Contractor Execute Contract	0 days	Tue 2/2/27	Tue 2/2/27
70	**Task 7000 - Construction Admin**	**330 days**	**Tue 2/16/27**	**Tue 5/23/28**
71	Owner Issues Construction NTP	0 days	Tue 2/16/27	Tue 2/16/27
72	Construction KO Mtg	0 days	Tue 2/16/27	Tue 2/16/27
73	Project Construction / Engineer's CA-SDC Support	255 days	Wed 2/17/27	Tue 2/8/28
74	Punchlist Inspection	0 days	Tue 2/8/28	Tue 2/8/28
75	Issue Substantial Completion	0 days	Tue 2/15/28	Tue 2/15/28
76	Punchlist Work	40 days	Wed 2/16/28	Tue 4/11/28
77	Issue Final Completion	0 days	Tue 4/11/28	Tue 4/11/28
78	Receive Contractor's Redlines/As-Built Data	0 days	Tue 4/11/28	Tue 4/11/28
79	Prepare Record Drawings	20 days	Wed 4/12/28	Tue 5/9/28
80	Submit Record Drawings	0 days	Tue 5/9/28	Tue 5/9/28
81	Permit and Project Closeout Activities	10 days	Wed 5/10/28	Tue 5/23/28
82	Project Complete	0 days	Tue 5/23/28	Tue 5/23/28



B&V Proposal No.
909261.0002

Task	Project Summary	Manual Task	Start-only	Deadline	Manual Progress		
Split	Inactive Task	Duration-only	Finish-only	Critical	baseline		
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Critical Split			
Summary	Inactive Summary	Manual Summary	External Milestone	Progress			

TASK ORDER No. 3 SCOPE OF SERVICES
UNDER
STANDARD SERVICES AGREEMENT FOR
WATER & SEWER ENGINEERING SERVICES AS-NEEDED (Contract 1202300004)
DATED JANUARY 5, 2023

Owner:	**Forsyth County Department of Water and Sewer (Owner)**
Engineer:	**Black & Veatch Corporation (BV)**
Project Name:	**Keith Bridge Road and Browns Bridge Road 36-inch Water Transmission Main**
Scope Date:	**May 2, 2025**

ATTACHMENT C

BV FEE BREAKDOWN

TASK ORDER 3 - KEITH BRIDGE AND BROWNS BRIDGE ROAD 36" WATER TRANSMISSION MAIN
FEE BREAKDOWN
MAY 2, 2025

PREPARED FOR FORSYTH COUNTY WATER & SEWER
PREPARE BY BLACK AND VEATCH
CONTRACT 1202300004

	ESTIMATED LABOR HOURS AND ASSOCIATED FEE																									Hours	Labor	Subcontract Summary	Expenses	Project Total
Client Position	Project Manager III	Project Manager III (2026)	Project Manager III	Project Manager III (2026)	Financial Analyst	Financial Analyst (2026)	Accounting Specialist	Accounting Specialist (2026)	Administrative Coordinator	Administrative Coordinator (2026)	Managing Engineer	Managing Engineer (2026)	Principal Engineer	Principal Engineer (2026)	Chief Scientist	Chief Scientist (2026)	Supervising Scientist	Supervising Scientist (2026)	Engineer III	Engineer III (2026)	Engineer II	Engineer II (2026)	Supervising Designer	Supervising Designer (2026)	Engineering Technician I	Engineering Technician I (2026)	Engineering Technician II			Surveyor (Gaskins + LeCraw)		
Sub-Discipline	PM - PD/CD	PM - PD/CD	PM - PM	PM - PM	PM - APM	PM - APM	Accounting - General	Accounting - General	Admin - Gen	Admin - Gen	EM/DM - Water/Wastewater	EM/DM - Water/Wastewater	EM/DM - Water/Wastewater	EM/DM - Water/Wastewater	Env - Environmental Permitting	Env - Environmental Permitting	Env - Environmental Permitting	Env - Environmental Permitting	Civil - Treatment Facilities	Civil - Treatment Facilities	Civil - Treatment Facilities	Civil - Treatment Facilities	VDDS - Civil Site/Conveyance	VDDS - Civil Site/Conveyance	VDDS - Civil Site/Conveyance	VDDS - Civil Site/Conveyance	VDDS - Civil Site/Conveyance					
HOURS\COST TOTALS IN USD $:	5	4	30	30	20	18	25	23	11	11	62	156	88	337	20	12	83	84	20	32	116	427	47	165	2	607	141	2,573		$ 100,000.00		
BILLING RATE IN USD $\MARKUP:	$ 275.00	$ 289.00	$ 275.00	$ 289.00	$ 152.00	$ 160.00	$ 121.00	$ 128.00	$ 100.00	$ 105.00	$ 245.00	$ 258.00	$ 215.00	$ 226.00	$ 245.00	$ 258.00	$ 200.00	$ 210.00	$ 175.00	$ 184.00	$ 140.00	$ 147.00	$ 163.00	$ 172.00	$ 80.00	$ 84.00	$ 103.00			10.00%		
CONTRACT TOTALS IN USD $:	$ 1,375.00	$ 1,156.00	$ 8,250.00	$ 8,670.00	$ 2,964.00	$ 2,800.00	$ 2,964.50	$ 2,880.00	$ 1,100.00	$ 1,155.00	$ 15,067.50	$ 40,119.00	$ 18,920.00	$ 76,162.00	$ 4,900.00	$ 3,096.00	$ 16,600.00	$ 17,640.00	$ 3,500.00	$ 5,888.00	$ 16,240.00	$ 62,769.00	$ 7,661.00	$ 28,380.00	$ 160.00	$ 50,988.00	$ 14,523.00		$ 415,928.00	$ 110,000.00	$ 500.00	$ 526,428.00
Description	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE	2026 RATE	2025 RATE					
Task 1000 - Project Management & Administration																																
Kickoff Meeting / Project Opening	1.00				2.00		2.00		1.00		2.00																	8.00	$ 1,411.00			$ 1,411.00
Progress Reviews (16 planned - 1 hr each)	2.00	2.00	4.00	4.00							4.00	4.00	9.00	9.00	1.00		1.00											40.00	$ 9,810.00			$ 9,810.00
General Project Management & Administration	2.00	2.00	4.00	4.00	12.00	12.00			2.00	2.00																		40.00	$ 7,538.00			$ 7,538.00
Project Schedule							2.50	2.50	1.00		2.50	2.50																11.00	$ 1,980.00			$ 1,980.00
Invoicing			16.00	16.00	1.50	1.50	20.00	20.00																				75.00	$ 14,472.00			$ 14,472.00
Progress Reports			4.00	4.00					4.00	4.00	4.00	4.00																24.00	$ 5,088.00			$ 5,088.00
Subconsultant Coordination			2.00	2.00	4.00	4.00																						12.00	$ 2,376.00			$ 2,376.00
Task 1 Subtotals	**5.00**	**4.00**	**30.00**	**30.00**	**19.50**	**17.50**	**24.50**	**22.50**	**8.00**	**6.00**	**12.50**	**10.50**	**9.00**	**9.00**	**1.00**		**1.00**											**210.00**	**$ 42,675.00**			**$ 42,675.00**
Task 2000 - Project Database																																
Surveying and Subsurface Utility Investigation																														$ 77,000.00		$ 77,000.00
Data Collection																							3.00					3.00	$ 489.00			$ 489.00
Survey/SUE											1.50		4.00								4.00		4.00					13.50	$ 2,439.50			$ 2,439.50
Property Owner/Utility Coordination											1.50		4.00															5.50	$ 1,227.50			$ 1,227.50
Wetland Delineations, Ecology Investigations, and other Environmental Investigations															2.00		18.00											20.00	$ 4,090.00			$ 4,090.00
Wetland Delineations													2.00		1.00		6.00								1.00			10.00	$ 1,955.00		$ 500.00	$ 2,455.00
Agency Coordination											2.00		2.00		1.00		8.00											13.00	$ 2,765.00			$ 2,765.00
USACE Site Visit (if needed)													2.00		4.00		32.00				3.00							41.00	$ 8,230.00			$ 8,230.00
Delineations Documentation Preparation															2.00		9.00											11.00	$ 2,290.00			$ 2,290.00
Stream Buffer Delineations																									1.00			1.00	$ 80.00			$ 80.00
Geotechnical Investigations											3.00		6.00															9.00	$ 2,025.00			$ 2,025.00
Task 2 Subtotals											**8.00**		**20.00**		**10.00**		**73.00**				**7.00**		**7.00**		**2.00**			**127.00**	**$ 25,591.00**	**$ 77,000.00**	**$ 500.00**	**$ 103,091.00**
Task 3000 - Design Services																																
Alignment Evaluation / Site Walk with Owner											8.00		8.00		9.00		9.00		8.00		8.00							50.00	$ 10,205.00			$ 10,205.00
GIS/Aerial Mapping																							8.00					8.00	$ 1,304.00			$ 1,304.00
List of Permits for Alignment Options													2.00								6.00							8.00	$ 1,270.00			$ 1,270.00
30% Drawings / Specs & OPCC											27.00		28.00						12.00		87.00		32.00				141.00	327.00	$ 46,654.00			$ 46,654.00
QC													16.00															16.00	$ 3,440.00			$ 3,440.00
Submit 30% Design Package													1.00															1.00	$ 215.00			$ 215.00
30% Review Meeting w/ Owner									2.00		6.00		4.00								8.00							20.00	$ 3,650.00			$ 3,650.00
Address Owner Comments									1.00																			1.00	$ 100.00			$ 100.00
60% Drawings / Specs & OPCC												60.00		82.00						12.00		200.00		85.00		345.00		784.00	$ 109,220.00			$ 109,220.00
QC														40.00								8.00						40.00	$ 9,040.00			$ 9,040.00
Submit 60% Design Package										1.00				2.00														3.00	$ 557.00			$ 557.00
60% Review Meeting w/ Owner										1.00		6.00		6.00								8.00						21.00	$ 4,185.00			$ 4,185.00
90% Drawings / Specs & OPCC												25.00		42.00						10.00		66.00		30.00		104.00		277.00	$ 41,380.00			$ 41,380.00
QC														28.00														28.00	$ 6,328.00			$ 6,328.00
Submit 90% Design Package										1.00																		1.00	$ 105.00			$ 105.00
90% Review Meeting w/ Owner										1.00												8.00						9.00	$ 1,281.00			$ 1,281.00
Final Design Drawings, Specs, Bid Docs, OPCC												24.00		50.00						10.00		44.00		30.00		114.00		272.00	$ 40,536.00			$ 40,536.00
QC														16.00														16.00	$ 3,616.00			$ 3,616.00
100% Design Review Meeting (if requested by owner)										1.00		2.00		2.00								8.00						13.00	$ 2,249.00			$ 2,249.00
Task 3 Subtotals									**3.00**	**5.00**	**41.00**	**117.00**	**59.00**	**268.00**	**9.00**		**9.00**		**20.00**	**32.00**	**109.00**	**334.00**	**40.00**	**145.00**		**563.00**	**141.00**	**1,895.00**	**$ 285,335.00**			**$ 285,335.00**
Task 4000 - Permitting and Encroachment Support																																
US Army Corp of Engineers – Nationwide Permit 58 Application Prep and Submittal (or other)												2.00		8.00		4.00		40.00						2.00		10.00		66.00	$ 12,940.00			$ 12,940.00
Mitigation Planning (if necessary)																2.00		6.00										8.00	$ 1,776.00			$ 1,776.00
Forsyth County – Land Disturbance Permit / NPDES Approval by LIA												5.00		8.00								14.00						27.00	$ 5,156.00			$ 5,156.00
GA EPD Stream Buffer Variance (if needed)												2.00		5.00		2.00		18.00				14.00		5.00		12.00		58.00	$ 9,868.00			$ 9,868.00
USACOE approval of wetlands disturbance per Nationwide Permit 58 (Corp Coordination / Site Visits)																4.00		20.00										24.00	$ 5,232.00			$ 5,232.00
GDOT Utility Encroachment Approval via the GDOT Permit Application System (GPAS)												2.00		5.00								12.50						19.50	$ 3,483.50			$ 3,483.50
Forsyth County right-of-way utility encroachment approval (if needed)												2.00		5.00								12.50						19.50	$ 3,483.50			$ 3,483.50
Task 4 Subtotals												**13.00**		**31.00**		**12.00**		**84.00**				**53.00**		**7.00**		**22.00**		**222.00**	**$ 41,939.00**			**$ 41,939.00**
Task 5000 - Land Acquisition Support																																
Easements (Up to 20 @ $1650 EACH)												4.00		9.00								9.00		4.00				26.00	$ 5,077.00	$ 33,000.00		$ 38,077.00
Task 5 Subtotals												**4.00**		**9.00**								**9.00**		**4.00**				**26.00**	**$ 5,077.00**	**$ 33,000.00**		**$ 38,077.00**
Task 6000 - Bidding Support																																
Pre-Bid Conference														4.00														4.00	$ 904.00			$ 904.00
Pre-Bid Site Visit														2.00														2.00	$ 452.00			$ 452.00
Written Addenda												8.00		8.00								26.00		9.00		22.00		73.00	$ 11,090.00			$ 11,090.00
Bid Opening												1.00		2.00														3.00	$ 710.00			$ 710.00
Award Recommendation Letter												2.00		4.00								5.00						11.00	$ 2,155.00			$ 2,155.00
Task 6 Subtotals												**11.00**		**20.00**								**31.00**		**9.00**		**22.00**		**93.00**	**$ 15,311.00**			**$ 15,311.00**
2026 ESCALATION TOTALS:	$ 56.00		$ 420.00		$ 140.00		$ 157.50		$ 55.00		$ 2,021.50		$ 3,707.00		$ 156.00		$ 840.00		$ 288.00		$ 2,989.00		$ 1,485.00		$ 2,428.00						**$ 14,743.00**

STANDARD SERVICES AGREEMENT

THIS AGREEMENT is by and between **FORSYTH COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and Black & Veatch Corporation, ("Contractor"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Contractor to provide certain services generally described as Water and Sewer Engineering Services as Needed; and

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Standard Services Agreement and each of the Exhibits hereto, including:

Exhibit A – County Solicitation Documents
Exhibit B – Contractor Response
Exhibit C – Contractor Affidavit
Exhibit D – Subcontractor Affidavit
Exhibit E – Key Personnel

B. Project Description. The Project is described in Exhibits A and B, attached hereto and incorporated herein by reference.

C. The Work. The Work to be completed under this Agreement (the "Work") consists of the services described in Exhibits A and B, attached hereto and incorporated herein by reference.

D. Term of Agreement.

(1) Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress

of the Work. The Work shall begin January 1, 2023, and the Work shall be completed on or before December 31, 2023 ("Initial Term"). As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Initial Term and any Renewal Term (defined below), and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during such term absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there is no appropriate and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

(2) The pricing provided in this Agreement must remain firm for the Initial Term. This Agreement may be renewed for additional one (1) year period(s) (each a "Renewal Term"), as specified and authorized in Exhibit A (attached hereto and incorporated herein by reference); provided that fees must remain firm (or be subject to a pre-approved increase not to exceed the annual cost price index (CPI-U)), service is satisfactory, both Parties are willing to renew, and renewal is approved by the Forsyth County Board of Commissioners. Prior to each Renewal Term, any increases in renewal rates will be evaluated and compared to the actual rate of inflation experienced, and will thereby remain subject to negotiation.

II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in Exhibits A and B) shall be paid to the Contractor upon receipt and approval of the County of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by the County to process the

invoice. Invoices must include the Purchase Order Number provided above and an itemized statement of the Work completed (including a breakdown of labor hours and material used, as applicable). (**NOTE**: The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.) No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements.

Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $2,000,000.00, except as outlined in Section II above, and the Contractor represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in Exhibits A and B, attached hereto and incorporated herein by reference.

C. The compensation, as set forth in Exhibits A and B, shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as bid. There will be no percentage mark-up other than as stated in the Bid Pricing Schedule, and only for goods/services applicable to the Work.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor; Licenses, Certification and Permits. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of care and quality ordinarily expected of an entity performing the type of Work contemplated herein. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting any applicable standard of care or quality (if any) will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

B. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work

performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product (if any) by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and/or industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and/or industry principals.

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

D. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an

employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

F. **Insurance.** The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than that specified in Exhibits A and B, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County to form and content.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

G. **Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical

performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

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

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

__X__ 500 or more employees.
____ 100 or more employees.
____ Fewer than 100 employees.

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

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

H. <u>Records, Reports and Audits</u>

(1) <u>Records</u>:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) <u>Reports and Information</u>: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) <u>Audits and Inspections</u>: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit

the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I. **Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

J. **Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel, unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

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

K. **Key Personnel.** All of the individuals identified in Exhibit "E" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "E", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

L. **Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

M. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. PERFORMANCE STANDARDS; TERMINATION

A. The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, Forsyth County Procurement Department will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

B. If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

C. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a

delinquent payment and an opportunity to cure.

D. Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

F. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

C. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

E. **Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

F. **Notices.** All other notices, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Attn: Greg Bridges, Procurement Agent III
Forsyth County, Georgia
514 West Maple Street, Suite 104
Cumming, GA 30040
GEBridges@Forsythco.com

NOTICE TO THE CONTRACTOR shall be sent to:

Attn: Black & Veatch Corporation
3 Ravinia Drive, Suite 1725
Atlanta, GA 30346
Attn: Stephen Simpson, P.E.

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

H. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

J. **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has

notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement, which is effective as of last signature below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

By: _____
Its: _____ (circle one)
President/Vice President (Corporation)
General Partner (Partnership/Limited Partnership)
Member/Manager (LLC)
Date: 11/28/22

[CORPORATE SEAL]
(required if corporation)

Attest: _____

By: Andrea C. Bernica
Its: Assistant Secretary
(Assistant) Corporate Secretary (required if corporation)

FORSYTH COUNTY, GEORGIA

_____
By: David McKee
Its: County Manager
Date: January 5, 2023

[COUNTY SEAL]

Attest: _____

By: Rhonda Hansard
Its: County Clerk

FORSYTH COUNTY PROCUREMENT DEPARTMENT
514 West Maple Street Cumming, GA 30040

ANNUAL RENEWAL NOTICE September 6, 2024

Company: Black & Veatch Corporation
Address: 3 Ravinia Drive, Suite 1725
Atlanta, GA 30346-2131
BocarroRA@bv.com
Subject: Water & Sewer Engineering Services As-Needed (RFP 22-108)

As of December 31, 2024, the above-referenced contract will expire. This contract is renewable for an additional calendar year and requires action from you.

At the bottom of this letter, you will see three (3) available options: a) extend the contract as it is; b) extend the contract with changes; or c) let the contract expire. Please indicate your decision on this letter and return it to my attention prior to **September 30, 2024.** **You may email this completed form to kncarder@forsythco.com.**

Thank you for your prompt attention to this matter, please do not hesitate to contact me at (770) 888-8872 should you have any questions.

Sincerely,
Kimber Carder, Procurement Agent III

☐ We want to extend subject contract for one (1) additional year at the current pricing and increase the total amount by $2,000,000. Contract will be extended through December 31, 2025. (If approved by the Forsyth County Board of Commissioners. Please provide updated Certificate of Insurance.)
Please provide your E-verify number _____

☑ Yes, we want to extend subject contract and increase the total amount by $2,000,000, but with a change in pricing. New pricing is attached for Forsyth County's review. It is understood that Forsyth County has the right to accept or reject the changes. Rejection will result in a re-bid on the contract if product/services are still required.

☐ No, we do not desire to extend the above-referenced contract and want it to expire on December 31, 2024.

Authorized Signature: _____ Dated: 9/13/24

Email address: wellswj@bv.com Phone number: 864.254.0627

Cost Proposal

BLACK & VEATCH

Black & Veatch will build upon our extensive experience with Forsyth County and continue delivering excellent service to the County across the spectrum of water and sewer engineering and construction services needs.

The following hourly rates for personnel will be used for Services provided under the Agreement. This rate schedule includes labor categories with loaded fixed hourly rates. Loaded fixed rates include direct costs, indirect costs, and profit. Direct expenses shall be billed at cost. Subcontractor services (excluding subconsultants) shall be billed at cost plus a 10% administrative fee. All pricing shall be for FY2025 (January 1, 2025, through December 31, 2025). Personnel assigned to a Project will be billed for time spent during the monthly billing period at the following hourly rates:

LABOR CATEGORY	2025
Project Manager I	$195.00
Project Manager II	$215.00
Project Manager III	$275.00
Engineer I	$120.00
Engineer II	$140.00
Engineer III	$175.00
Senior Engineer	$190.00
Principal Engineer	$215.00
Supervising Engineer	$235.00
Managing Engineer	$245.00
Chief Engineer	$300.00
Inspector I	$92.00
Inspector II	$119.00
Inspector III	$133.00
Senior Construction Engineer	$163.00
Principal Construction Engineer	$192.00
Supervising Construction Engineer	$222.00
Drafter	$91.00

LABOR CATEGORY	2025
Chief Drafter	$126.00
Supervising Drafter	$135.00
Supervising Designer	$163.00
Chief Designer	$178.00
Engineering Technician I	$80.00
Engineering Technician II	$103.00
Engineering Technician III	$126.00
Modeler	$167.00
Senior Scientist	$165.00
Principal Scientist	$183.00
Supervising Scientist	$200.00
Managing Scientist	$233.00
Chief Scientist	$245.00
Financial Manager/Planner	$230.00
Financial Analyst	$152.00
Accounting Specialist	$121.00
Administrative Coordinator	$100.00

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Water & Sewer	**Submitted by:**	Jill Pilcher
Date Submitted:	05/09/2025	**Presenter:**	Scott Adams
Meeting Date:	5/20/2025	**Department Head:**	Scott Adams

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Task Order HS-14 with Hazen and Sawyer under the Standard Services Agreement for Water and Sewer Engineering Services As-Needed (Contract No. 1202300002) in the amount of $105,939.00 for preliminary design services of the Middle Big Creek Lift Station - Director, Department of Water and Sewer

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Middle Big Creek Lift Station	$105,939.00	$105,939.00	WS049-PRECONSTR-ENGSURVEY-506

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey
Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: NO
Reviewed by:
Comments:

Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Procurement and Finance Review**

Approval List:

Jill Pilcher, Water & Sewer	Created/Initiated - 5/9/2025
Scott Adams, Water & Sewer	Approved - 5/9/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

Hazen and Sawyer
1300 Altmore Drive, Suite 520
Atlanta, GA 30342

April 28, 2025

Mike Grinberg, PE
Senior Project Manager
Forsyth County Department of Water and Sewer
110 East Main Street, Suite 150
Cumming, GA 30040

Re: Task Order HS-14 Middle Big Creek LS Preliminary Design

Mr. Grinberg:

Hazen and Sawyer (Hazen) is pleased to submit the following letter proposal to perform preliminary design to assist Forsyth County Department of Water and Sewer (FCDWS) with the Middle Big Creek LS Preliminary Design project. If acceptable, this work will be performed as a task order under the Standard Services Agreement ("AGREEMENT") for Water and Sewer Engineering Services As-Needed (Contract No. 1202300002) between Hazen and the Forsyth County Board of Commissioners, dated January 5, 2023. The terms, conditions, and labor rates of the AGREEMENT will govern this task order work.

Background

FCDWS owns and operates the Lower Big Creek Lift Station (LBCLS) located in the southern part of the County on McGinnis Ferry Road which pumps to the Fowler Water Reclamation Facility (WRF). FCDWS also owns the previously decommissioned Shiloh Road LS located on Shiloh Road and within the LBC LS basin. The LS was decommissioned when gravity sewer was extended from LBCLS to Shiloh Road.

As a part of *HS-06 Fowler Basin Sewer Model*, Hazen and FCDWS identified capacity constraints in the LBCLS caused by anticipated growth within the basin, The Gathering (a proposed large-scale development), and the potential diversion of flows from Lower Caney Creek LS. Flows in excess to LBCLS' capacity are currently passively diverted to a gravity sewer interconnection with Fulton County. As flows to the LBCLS increase over time, increasing amounts of flow anticipated to bypass to Fulton County on a more regular basis.

To reduce flows to the LBCLS (and decrease the frequency and amount of flow bypassing to Fulton County), Hazen and FCDWS identified a two-phase capital improvement project at the decommissioned Shiloh Road LS property:

- Phase 1: recommissioning Shiloh Road LS (to be renamed Middle Big Creek LS), providing rehabilitation as needed to bring the facility online, increasing its capacity to 1.8 million gallons per day (mgd), and rehabilitating the LS' existing 10-inch force main (FM) that pumps flows to the Fowler WRF.

Job no 1011-488

- Phase 2: upgrading Middle Big Creek LS to 2.7 mgd capacity and constructing a new 17,500 linear feet (LF) 16-inch FM to pump flows to the Fowler WRF.

Project Understanding

FCDWS requested Hazen develop project concepts and a preliminary design for Phase 1 of the Middle Big Creek LS improvements (with consideration of the work necessary to implement Phase 2). The two most likely concepts will involve (a) utilizing the existing facility as much as possible and (b) constructing a new facility. Hazen and FCDWS will consider the condition and capacity of the existing facility and its various components as well as the constraints that may be encountered working within the existing property limits, including proximity to the roadway, neighboring facilities, flood plains, buffers, etc. As it does currently, any proposed improvements would maintain the LS's passive diversion structure that allows for flows in excess of the LS' capacity to bypass the LS through the existing gravity sewer system and flow to the LBCLS. It may be required for FCDWS to purchase additional property and/or easement for either of these proposed concepts. Throughout this analysis, consideration needs to be given to the immediate Phase 1 requirements while anticipating the future Phase 2 requirements.

It is anticipated that as a part of this preliminary design effort, Hazen will evaluate the rehabilitation of the existing LS, construction of a new LS, utilization of the existing FM, and construction of a new FM. This evaluation will utilize the outcomes *HS-06 Fowler Basin Sewer Model* to develop the capacity of each of these items. A more detailed summary of items considered within this effort are listed in the Preliminary Design Report subsection below.

The purpose of this Task Order is to identify and finalize decisions for all project components, evaluate various alternative solutions, and develop a preliminary design report that can serve as a basis of design for a future detailed design phase of the project.

Scope of Work

To accomplish this effort, Hazen will provide the following services:

- Task 1: Preliminary Design

Task 1: Preliminary Design

Project Management

Hazen will be responsible for managing and administering the project. Project management activities include:

- Supervising internal and external resources.
- Monitoring project activities, budgets, and schedule.
- Communicating with FCDWS's Project Manager (PM).
- Scheduling and facilitating progress and review meetings.

- Maintaining quality assurance and control throughout the project.
- Submitting a monthly project manager's report to FCDWS's PM.

Hazen will coordinate a project Kickoff Meeting with FCDWS to review previous efforts and decisions made as a part of *HS-06 Fowler Basin Sewer Model*. The outcomes of this meeting will include confirming the project intent, receiving initial input from FCDWS on the presented items, confirming who will be engaged in making key decisions, and reaching consensus from stakeholders on the project goals and expectations.

Throughout the project, Hazen will coordinate virtual monthly progress meetings (for months where another meeting is not already scheduled) to provide a project update to FCDWS, coordinate any outstanding requests or decisions, and help ensure that the project meets FCDWS goals and expectations.

Field Inspections

Concurrent with the Kickoff Meeting, Hazen will perform a site visit with FCDWS to discuss potential locations of various project components (including LS and FM) to help identify which portions of the site are feasible to construct the proposed LS facility, and to evaluate potential FM alignments if a new FM is proposed.

The site walk will provide an opportunity for FCDWS and Hazen to review the existing LS and identify what portions of the existing facility will be considered for use in the proposed facility. Hazen's structural / coatings engineers will perform a visual inspection of the existing wet well to make a preliminary determination of its suitability for being recommissioned, if it is determined to utilize the wet well with the new LS. Hazen's mechanical and electrical engineers will evaluate the physical space of the existing LS to determine if it can be reused with the proposed LS. Hazen will summarize its findings in an email to FCDWS to help finalize a decision on whether the existing LS can be recommissioned and will also incorporate this information and recommendations into the Preliminary Design Report (PDR, see below).

The site walk will also help to identify where along the existing alignment inspections can be made by FCDWS personnel of the existing 10-inch DIP FM (to determine the FM's suitability for recommissioning) as well as where along the potential proposed FM alignment considerations need to be made for design, permitting, easement acquisition, and construction (such as stream, road crossings, utility coordination, and private properties). Based upon the outcomes of the site walk as well as a review of the Force Main Condition Assessment evaluation (Jacobs, 2024), Hazen will develop an Existing FM Proposed Testing Locations Map for use by FCDWS in obtaining pipe coupons (cut-out portions of the existing FM pipe) for inspection by FCDWS and Hazen. Hazen will summarize the findings of these tests as well as a recommendation on whether to recommission the existing FM into the PDR.

Concept Development

Based upon the feedback received at the Kickoff Meeting and the outcomes of the LS portion of the Field Inspections subtask, Hazen will develop high-level concepts (sketches, sizes, general arrangement) for various alternatives for the major components of the project that significantly impact the remainder of the

design[1]. Based upon discussions between FCDWS and Hazen as a part of *HS-06 Fowler Basin Sewer Model*, input from FCDWS, and Hazen's engineering judgment, Hazen will develop and present design criteria (such as redundancy, maximum run-times, FM velocity) for review and approval by FCDWS. As it is anticipated that the LS will be built out in two phases, provisions for phase 2 will be included in the development of the phase 1 concepts.

Using the outcomes of *HS-06 Fowler Basin Sewer Model* as well as input from FCDWS, Hazen will summarize potential wastewater flows for the LS for both current and future planning periods (timeframe to be determined by FCDWS) to finalize LS capacities for both phases. Included in the capacity evaluation will be a summary of the improvements a new Middle Big Creek LS will have on the downstream existing LBCLS (reduction of flow to LBCLS and subsequent flows to Fulton County). In addition, Hazen will evaluate the hydraulic capacity of the existing 10-inch FM and consider the installation of a new larger-diameter FM sized to pass the Phase 2 flows.

Hazen will facilitate a Project Concept meeting to present these concepts to FCDWS. The purpose of this meeting is to review the project concepts and make decisions as necessary prior to furthering the design. The decisions made in this meeting will direct Hazen in its development of the Preliminary Design Report submittal.

Preliminary Design Report

Based upon the decisions/outcomes of the Project Concept meeting, Hazen will carry forward up to two alternative designs in the development of a PDR that will refine the concepts and serve as a basis of design for a future detailed design phase of the project. At this time it is anticipated that the two alternatives include fitting the new LS into the existing property's footprint or the construction of a completely new facility adjacent to the existing one.

Utilizing decisions made as a part of the Concept Devlopment subtask, Hazen will develop the general arrangement layouts *(where structures are to be placed)* and associated facility design *(equipment and structure type/size)*, develop an opinion of probable construction cost (OPCC), perform internal QA/QC, and submit the PDR to FCDWS for review and comment. In general, the PDR will include the following:

- Design criteria
- Design capacity (including pumps and FMs at initial and buildout phases)
- FM alignment and sizing alternatives (estimated quantity: 2 of each)
- Site Plan (including demolition, piping and structure locations, access, and limits of disturbance)
- Passive diversion structure, to allow excess flows to bypass the Middle Big Creek LS and flow through the existing gravity sewer system to the LBCLS (as they do currently)
- Equipment layout and general arrangement (including major plan and section)
- Pump, piping, and valve sizing
- Summary by components
    - Major Equipment (including odor control)

[1] Hazen will incorporate the outcomes of the FM Field Inspections into the PDR.

    - Electrical
    - Instrumentation and Control
- Opinion of Probable Construction Cost (AACE Class 4, +50% to -30%)
- List of anticipated required permits (local, state, and national)

In addition, the PDR will provide a preliminary evaluation of which portions of the existing LS may be used in the proposed facility, alongside preliminary recommendations for what may be required to utilize these existing components (such as rehabilitation or replacement in-kind).

Upon submission of the PDR submittal, Hazen will conduct a meeting with FCDWS to review and discuss the submittal. Based upon feedback from this meeting, Hazen will update and finalize the PDR, which will serve as a basis of design for the future detailed design project.

Task 1 Assumptions

The following assumptions will apply to work conducted as part of this task:

- FCDWS will provide electronic and/or hard-copy versions of available as-built or design plans and specifications, maps and data, and improvement plans for the existing Shiloh Road LS (including field survey and geotechnical investigations).
- Design flows will be based upon the work completed under *HS-06 Fowler Basin Sewer Model* or as provided by FCDWS.
- A Field Survey, Geotechnical Engineering Investigation, and Hazardous Materials Surveys are not included as a part of this proposal. They are anticipated to be required as a part of the future detailed design project.
- A surge evaluation is not included in this proposal. It is anticipated that one may be required as a part of the future detailed design project.
- It is anticipated that FCDWS will obtain coupons at critical locations along the length of the existing 10-inch FM to help determine if the piping is suitable to recommission with the proposed Middle Big Creek LS. A field investigation by Hazen (through the use of a specialty subconsultant to inspect the length of the FM) is not included in this proposal. If utilization of this pipeline is recommended as an outcome of this project, a field assessment of the pipeline may be required as a part of or precursor to the future detailed design project.
- The visual inspection of the existing Shiloh Road LS facility is intended to provide a general evaluation of which aspects of the decommissioned facility may be suitable for recommissioning (including a determination if each portion of the existing LS is adequately sized for the proposed LS considering both Phase 1 and Phase 2. The visual inspection will include an inspection of the concrete wet-well and other wetted surfaces to help determine if the existing structures are suitable for recommissioning. It does not include a detailed condition assessment of the facility; depending on the outcome of this preliminary design project, further field assessments may be required as a part of or precursor to the future detailed design project.

- The PDR will include a general selection of the types of equipment to be included in the proposed LS (e.g., pumps, valves, generator). Final selection of equipment will be performed as a part of the future detailed design project.
- The PDR does not include an evaluation of the architectural elements of the proposed LS.
- The PDR does not include an evaluation of stormwater management; it is assumed that proposed site improvements will include less than 5,000 square feet of new or redeveloped impervious surfaces and, therefore, will not require a stormwater management (aka 'hydrology') report or facility design.
- Hazen's OPCC (aka 'cost estimate') will be developed based upon available information, including recent project bids, published unit costs, vendor quotes, and support information provided by FCDWS (if available).
- FCDWS will review and provide timely (within 14 calendar days) written comments for each milestone deliverable. It is anticipated that each deliverable will be reviewed once by FCDWS.

Task 1 Meetings

- Kickoff
- Monthly Progress (to be held virtually, each month except when a design milestone meeting is scheduled)
- Concept Development
- PDR (anticipate 2 meetings, Present and Review)

Task 1 Deliverables

Hazen will provide the following deliverables:

- Monthly Project Manager's Report (submitted with Hazen's monthly invoice) outlining the progress of the project, including:
    - Summary of work performed by Hazen for current month.
    - Work planned for upcoming month.
    - Summary of budget and schedule status.
    - Issues requiring resolution.
- Agendas and summaries for all meetings
- Existing FM Proposed Testing Locations Map
- Concept Development (to be in the form of sketches, PowerPoint slides, or similar as utilized in the Concept Development meeting submitted in the form of a meeting summary)

- Preliminary Design Report

Schedule

This Task Order is based upon the attached project schedule.

Compensation

Compensation for the Scope of Services outlined above will be in accordance with the terms specified in the AGREEMENT with a maximum not to exceed amount of $105,939. Work in excess of this limit will not commence without prior written approval from FCDWS. A cost summary estimated by task is provided below.

Task	Hours	Budget
1: Preliminary Design	505	$105,939
	Total:	**$105,939**

In witness whereof, the parties hereto have executed this Task Order.

FORSYTH COUNTY, GEORGIA

By: _____ Date: _____

Name: _____

Title: _____

HAZEN AND SAWYER

By: _____ Date: 4/28/2025

Alan Bowling
Associate Vice President

Project	Task Order HS-14 Middle Big Creek LS Preliminary Design								
Billing Category	Chief Engineer	Supervising Engineer	Engineer V	Engineer III	Senior Engineer	Chief Engineer	Engineer II	Labor Hours	Total Cost
Labor Rates	$ 269.00	$ 232.00	$ 184.00	$ 152.00	$ 200.00	$ 269.00	$ 137.00		
Proposed Staff Names	A Bowling	B Jones	T Bria	R Jones	J Garcia	N Meyer F Powell	TBD		
Project Role	CSM / QC	PM / Lead Engineer	Asst PM / Support Engineer	Support Engineer	Modeling Support	Discipline Leads	Discipline Support		
Task 1 – Preliminary Engineering	**32**	**146**	**180**	**17**	**7**	**72**	**51**	**505**	**$105,939**
Project Management	**0**	**20**	**18**	**0**	**0**	**0**	**0**	**38**	**$7,952**
Meetings									
Kickoff	3	8	4					15	**$3,399**
Monthly Progress (est 3, virtual)		3	3			6		12	**$2,862**
Concept Development		8	8			8		24	**$5,480**
PDR (est 2)	6	12	12			12		42	**$9,834**
Field Inspections									
Site Visit: inspect existing facility and FM alignment(s)	4	4	4			12		24	**$5,968**
Second field inspection (if necessary)		4	4			12		20	**$4,892**
LS Suitability Summary		2	4			8		14	**$3,352**
Develop FM Coupon Inspection Map		4	2					6	**$1,296**
Review of FM Coupons (obtained from FCDWS)		4	4					8	**$1,664**
Concept Development									
Develop design criteria		4	4		2			10	**$2,064**
Develop concept designs		12	24			4	16	56	**$10,468**
Review and confirm facility flows/design capacity		4			4			8	**$1,728**
Create and track design decision log		4	4					8	**$1,664**
Preliminary Design Report									
Refine concept designs (est. 2)		8	16			4	16	44	**$8,068**
Develop facility layouts		4		16			8	28	**$4,456**
Opinion of Probable Construction Cost (OPCC)		6	12			2	8	28	**$5,234**
Write Draft PDR		20	40					60	**$12,000**
Revised and Publish PDR		8	8					16	**$3,328**
QC = 5% of Labor Budget	**18**							**18**	**$4,842**
Contingency = 5% of Task Labor Budget	**1**	**7**	**9**	**1**	**1**	**4**	**3**	**26**	**$5,388**
TOTAL	**32**	**146**	**180**	**17**	**7**	**72**	**51**	**505**	**$105,939**
	$ 8,608	**$ 33,872**	**$ 33,120**	**$ 2,584**	**$ 1,400**	**$ 19,368**	**$ 6,987**		

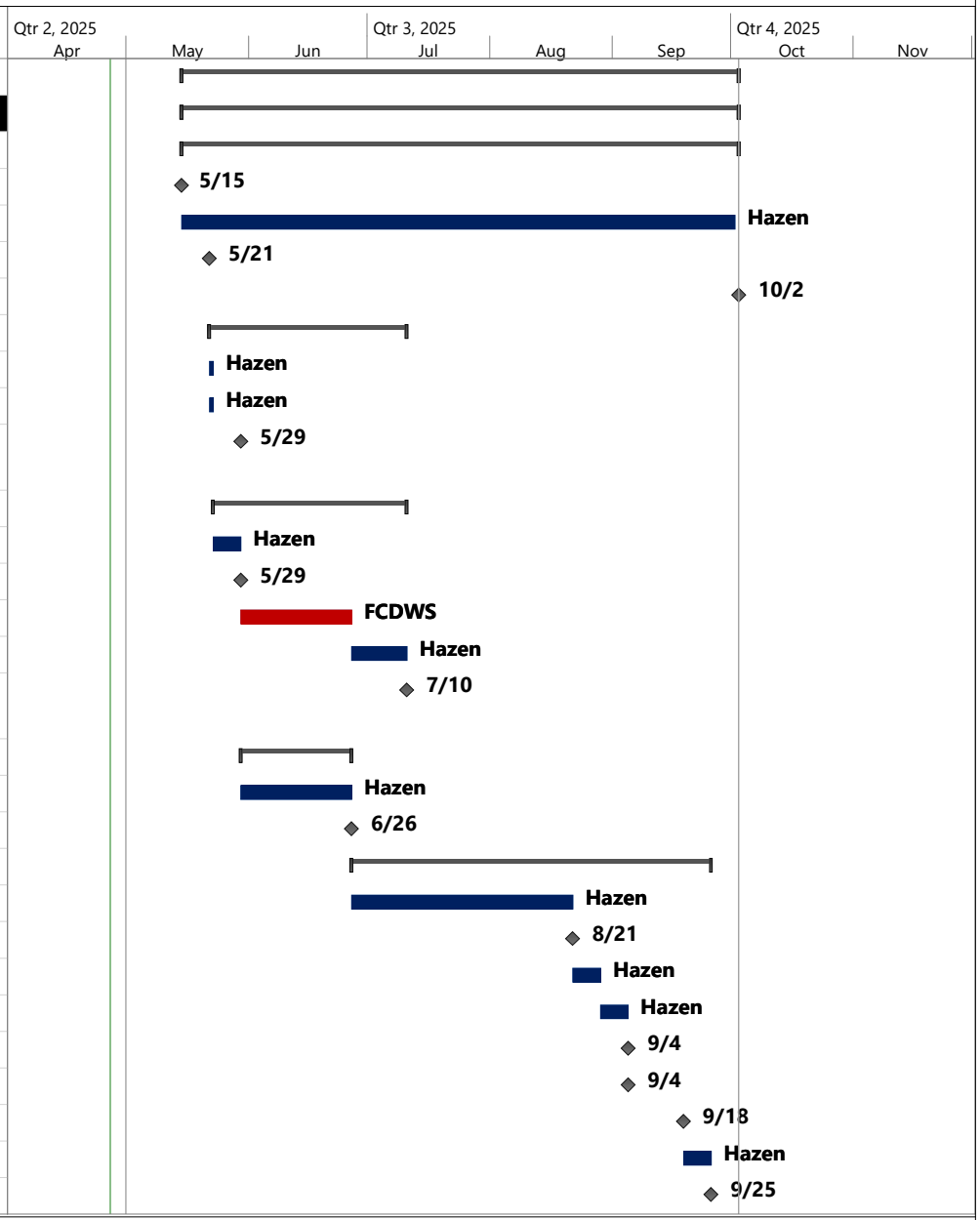
*** Rates based upon project schedule and billing rates in effect when the work is completed.**

Forsyth County
Department of Water & Sewer

Project Schedule

Hazen and Sawyer

ID	Task Name	Start	Finish	Duration
1	**Middle Big Creek Lift Station**	**Thu 5/15/25**	**Thu 10/2/25**	**101 days**
2	**HS-14 Preliminary Design**	**Thu 5/15/25**	**Thu 10/2/25**	**101 days**
3	**Project Management**	**Thu 5/15/25**	**Thu 10/2/25**	**101 days**
4	NTP: Design Engineer	Thu 5/15/25	Thu 5/15/25	0 days
5	Project Management Activities	Thu 5/15/25	Wed 10/1/25	5 mons
6	Meeting: Kickoff	Wed 5/21/25	Wed 5/21/25	0 days
7	Project Closeout	Thu 10/2/25	Thu 10/2/25	0 days
8	**Field Inspections**	**Thu 5/22/25**	**Thu 7/10/25**	**36 days**
9	Site Walk	Thu 5/22/25	Thu 5/22/25	1 day
10	LS Inspection	Thu 5/22/25	Thu 5/22/25	1 day
11	DELIVERABLE: LS Inspection Results Summary	Thu 5/29/25	Thu 5/29/25	0 days
12	**FM Coupons**	**Fri 5/23/25**	**Thu 7/10/25**	**35 days**
13	Identify Inspection Locations	Fri 5/23/25	Thu 5/29/25	1 wk
14	DELIVERABLE: Inspection Map	Thu 5/29/25	Thu 5/29/25	0 days
15	Perform Inspections	Fri 5/30/25	Thu 6/26/25	4 wks
16	Evaluate Coupons	Fri 6/27/25	Thu 7/10/25	2 wks
17	DELIVERABLE: Coupon Findings Summary	Thu 7/10/25	Thu 7/10/25	0 days
18	**Concept Development**	**Fri 5/30/25**	**Thu 6/26/25**	**20 days**
19	Concept Design Development	Fri 5/30/25	Thu 6/26/25	1 mon
20	Meeting: Concept Design	Thu 6/26/25	Thu 6/26/25	0 wks
21	**Preliminary Design**	**Fri 6/27/25**	**Thu 9/25/25**	**65 days**
22	PDR Development	Fri 6/27/25	Thu 8/21/25	2 mons
23	QC Print	Thu 8/21/25	Thu 8/21/25	0 days
24	QC Review	Fri 8/22/25	Thu 8/28/25	1 wk
25	Clean-up	Fri 8/29/25	Thu 9/4/25	1 wk
26	DELIVERABLE: DRAFT PDR	Thu 9/4/25	Thu 9/4/25	0 days
27	Workshop: PDR Presentation	Thu 9/4/25	Thu 9/4/25	0 days
28	Meeting: PDR Review	Thu 9/18/25	Thu 9/18/25	0 wks
29	Clean-up	Fri 9/19/25	Thu 9/25/25	1 wk
30	DELIVERABLE: FINAL PDR	Thu 9/25/25	Thu 9/25/25	0 days



Project: Middle Big Creek LS
As Of: Sun 4/27/25
Page: 1 of 1

Task | Public Works | Geotech | Surveyor | Milestone
FCDWS | Purchasing | Hazen | Contractor

STANDARD SERVICES AGREEMENT

THIS AGREEMENT is by and between **FORSYTH COUNTY,** a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and Hazen and Sawyer, ("Contractor"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the County desires to retain Contractor to provide certain services generally described as Water and Sewer Engineering Services as Needed; and

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

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

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

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Standard Services Agreement and each of the Exhibits hereto, including:

Exhibit A – County Solicitation Documents
Exhibit B – Contractor Response
Exhibit C – Contractor Affidavit
Exhibit D – Subcontractor Affidavit
Exhibit E – Key Personnel

B. Project Description. The Project is described in Exhibits A and B, attached hereto and incorporated herein by reference.

C. The Work. The Work to be completed under this Agreement (the "Work") consists of the services described in Exhibits A and B, attached hereto and incorporated herein by reference.

D. Term of Agreement.

(1) Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress

of the Work. The Work shall begin January 1, 2023, and the Work shall be completed on or before December 31, 2023 ("Initial Term"). As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County on December 31 each calendar year of the Initial Term and any Renewal Term (defined below), and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year during such term absent the County's provision of written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current calendar year. Further, this Agreement shall terminate immediately and absolutely at any such time as there is no appropriate and otherwise unobligated funds available to satisfy the County's obligations under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

(2) The pricing provided in this Agreement must remain firm for the Initial Term. This Agreement may be renewed for additional one (1) year period(s) (each a "Renewal Term"), as specified and authorized in Exhibit A (attached hereto and incorporated herein by reference); provided that fees must remain firm (or be subject to a pre-approved increase not to exceed the annual cost price index (CPI-U)), service is satisfactory, both Parties are willing to renew, and renewal is approved by the Forsyth County Board of Commissioners. Prior to each Renewal Term, any increases in renewal rates will be evaluated and compared to the actual rate of inflation experienced, and will thereby remain subject to negotiation.

II. WORK CHANGES

The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Contractor. Contractor must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in Exhibits A and B) shall be paid to the Contractor upon receipt and approval of the County of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by the County to process the

invoice. Invoices must include the Purchase Order Number provided above and an itemized statement of the Work completed (including a breakdown of labor hours and material used, as applicable). (**NOTE**: The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.) No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements.

Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $2,000,000.00, except as outlined in Section II above, and the Contractor represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in Exhibits A and B, attached hereto and incorporated herein by reference.

C. The compensation, as set forth in Exhibits A and B, shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as bid. There will be no percentage mark-up other than as stated in the Bid Pricing Schedule, and only for goods/services applicable to the Work.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor; Licenses, Certification and Permits. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of care and quality ordinarily expected of an entity performing the type of Work contemplated herein. Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not meeting any applicable standard of care or quality (if any) will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

B. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work

performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications or other work product (if any) by any person, body or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and/or industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and/or industry principals.

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

D. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an

employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

F. Insurance. The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors, including but not limited to commercial general liability coverage and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than that specified in Exhibits A and B, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County to form and content.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced in coverage except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical

performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as Exhibits "C" and "D" (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "D", which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

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

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

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

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

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

H. <u>Records, Reports and Audits</u>

(1) <u>Records</u>:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) <u>Reports and Information</u>: Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) <u>Audits and Inspections</u>: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit

the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I. **Conflicts of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

J. **Information Received from County; Confidentiality.** Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel, unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

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

K. **Key Personnel.** All of the individuals identified in Exhibit "E" are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team, as listed in Exhibit "E", without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination. Contractor shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Contractor shall be solely responsible for any such subcontractors in terms of performance and compensation.

L. **Authority to Contract.** The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

M. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

N. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

V. PERFORMANCE STANDARDS; TERMINATION

A. The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, Forsyth County Procurement Department will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

B. If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

C. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a

delinquent payment and an opportunity to cure.

D. Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

F. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VI. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

C. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

E. **Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

F. **Notices.** All other notices, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Attn: Greg Bridges, Procurement Agent III
Forsyth County, Georgia
514 West Maple Street, Suite 104
Cumming, GA 30040
GEBridges@Forsythco.com

NOTICE TO THE CONTRACTOR shall be sent to:

Attn: Alan Bowling
Hazen and Sawyer
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342
abowling@hazenandsawyer.com

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

H. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

J. **Counterparts; Agreement Construction and Interpretation.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has

notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONTRACTOR; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement, which is effective as of last signature below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

HAZEN AND SAWYER

By: Bryan K. Locke

Its: VICE PRESIDENT (circle one)

President/Vice President (Corporation)

General Partner (Partnership/Limited Partnership)

Member/Manager (LLC)

Date: 12/8/2022

[CORPORATE SEAL]
(required if corporation)

Attest: ALAN BOWLING

By: _____

Its: SENIOR ASSOCIATE

(Assistant) Corporate Secretary (required if corporation)

FORSYTH COUNTY, GEORGIA

By: David McKee

Its: County Manager

Date: January 5, 2023

[CORPORATE SEAL]

Attest: Rhonda P. Hansard

By: Rhonda Hansard

Its: County Clerk

EXHIBIT "A"

REQUEST FOR PROPOSAL

RFP NO. 22-108-3320

Water & Sewer Engineering Services as Needed

FORSYTH COUNTY BOARD OF COMMISSIONERS
CUMMING, GEORGIA

Closing Date/Time:

October 20, 2022/2:00 p.m.

Forsyth County Procurement Department
514 West Maple Street, Suite 104
Cumming, GA 30040

Phone: 770.888.8872

FORSYTH COUNTY, GEORGIA

Request for Proposal No. 22-108-3320

Water & Sewer Engineering Services as Needed

(Issued September 19, 2022)

PURPOSE OF THE REQUEST FOR PROPOSAL

The Forsyth County Board of Commissioners invites all interested qualified firms and teams of firms to submit proposals for various Engineering Services for the Forsyth County Department of Water & Sewer (FCDWS).

It is the County's intent that this Request for Proposal ("RFP") permit competition. It shall be the offeror's responsibility to advise the Procurement Agent, in writing, if any language, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Procurement Agent not later than four (4) days prior to the date set for acceptance of the proposal.

While every effort has been made to ensure the accuracy and completeness of information in the RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the County.

GENERAL INFORMATION

Proposals MUST be submitted in the format prescribed herein. Failure to comply with the directions listed in this RFP, or omission of requested information could result in disqualification of your firm's proposal. Proposals are to be submitted in a sealed envelope, clearly marked in the lower left-hand corner:

"Proposal – RFP No. 22-108-3320 / Water and Sewer Engineering Services as Needed
Date/Time: October 20, 2022/2:00 p.m."

Pricing information is to be included within the proposal in a separately sealed envelope. The proposals and pricing information will be received at the offices of the Forsyth County Procurement Department:

Forsyth County Procurement Department
514 West Maple Street, Suite 104
Cumming, GA 30040

One (1) un-bound printed original including (1) electronic copy (flash drive) of the Proposal and one (1) un-bound printed original including (1) electronic copy (flash drive) of the Pricing Information must be received at the Procurement Department's office not later than 2:00 p.m. Local Time. **Absolutely no Proposals and Pricing Information will be accepted after 2:00 p.m.** Faxed or e-mailed Proposals and Pricing Information are not acceptable. Proposals and Pricing Information received after the deadline will be returned to the sender unopened. Names of submitting firms will then be read aloud at 2:30 p.m., October 20, 2022. All interested parties and the general public are invited.

ALL QUESTIONS are to be directed to Greg Bridges, Procurement Agent III, Forsyth County Procurement Department, GEBridges@forsythco.com. All questions are to be received not later than 2:00 p.m., October 6, 2022, Local Time . Responses to substantive questions will be provided as written Addenda and will be posted upon the Forsyth County website, www.forsythco.com.

Proposals and Pricing Information received will become the property of Forsyth County and shall be used as the County sees fit. All information contained in the Proposals and Pricing Information will remain confidential until after the award and signing of the contract. Forsyth County reserves the right to cancel the Request for Proposal or to reject any and all responses received, to waive any technicalities or other minor informalities if it determines, in its sole discretion, that such cancellation or rejection is in the best interests of Forsyth County.

COST OF PROPOSAL

Forsyth County assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting Proposals and Pricing Information, or any work in connection therewith will be borne by the submitting firm or team of firms.

RESPONSIBILITY OF PROPOSER

Proposals must be signed by an authorized official to bind the offeror and it shall contain a statement to the effect that the Proposal is firm for a period of at least ninety (90) days from the closing date for submission.

PROHIBITION OF GRATUITIES

Firms shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Forsyth County Board of Commissioners for the purpose of influencing consideration of this qualification.

CONTACT

To insure all prospective respondents have the same level of knowledge relative to the project, as well as ensuring any additional data is made available to all proposers, No vendors shall contact or discuss any aspect of this Request for Proposal with any Forsyth County employee or elected official, selection committee member, or project team member, during the RFP process up until award has been made. If contact is made that vendor may be disqualified from the process. All questions in regards to this Request for Proposal are to be submitted to the Forsyth County Procurement Department as detailed in the general information section of this document. Any information obtained about this solicitation through any means other than the solicitation itself or the addendums thereunto is not valid and should not be considered in any response to this solicitation.

OWNERSHIP OF MATERIAL

Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

SELECTION AND NOTIFICATION

The selected firm, or firms, will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm, or firms, prior to the beginning of the actual services. Should contract negotiations fail, the County will negotiate with one of the highly ranked firms. In general, the contract will comply with applicable laws and standard

provisions and shall contain the following terms: Detailed scope of services, schedule for providing services, and cost of services.

INDEMNIFICATION

The Firm shall indemnify, protect, defend and hold harmless Forsyth County, their agents, and employees, from and against any and all claims, demands, judgments, or causes of action, including costs and attorney's fees by any party or parties whatever for loss, damage, injury, fines or penalties of any kind of character either to persons or property directly or indirectly arising out of the operations performed under the Contract except such lost, damage, or injury as is caused by the sole negligence of the County.

TERM

This Contract is expected to begin on January 1, 2023 and will terminate on December 31, 2023 with the option to renew for four (4) additional one (1) year periods.

TERMINATION

Termination for Cause – Forsyth County may terminate the Contract at any time the Contractor defaults in the performance of any term of the Contract, or fails to make substantial progress under the terms specified in the Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

a) Forsyth County shall provide the Contractor with sixty (60) days' notice of conditions endangering performance. If, after such notice, the Contractor fails to remedy the condition contained in the notice, Forsyth County shall issue an order to stop work immediately.
b) Forsyth County shall be obligated to reimburse the Contractor only for those services rendered prior to the date of notice of termination, less any liquidated damages that may be assessed for non performance.

Termination for Convenience – Forsyth County may terminate this Contract at any time by written ninety (90) day notice to the Contractor. The Contractor will be paid for those services actually performed.

Mutual Agreement – Forsyth County and the Contractor may, upon receipt and acceptance of not less than ninety (90) days' written notice, terminate the Contract on an agreed date prior to the end of the contract period without penalty to either part.

Lack of Funds – Not withstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming, Forsyth County shall have the right to terminate the contract without penalty by giving not less than ninety (90) days' written notice documenting lack of funding.

MISCELLANEOUS

The proposer agrees that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further agrees that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract. All respondents must provide a statement of disclosure, which will allow the Owner to evaluate possible conflicts of interest.

Proposals submitted are not publicly available until after award by the Forsyth County Board of Commissioners. All Proposals and supporting material, as well as correspondence relating to this RFP becomes the property of Forsyth County when received. Any proprietary information contained in the qualification should be so indicated. However, a general indication that the entire contents, or a major portion, of the qualification is proprietary will not be honored.

TRADE SECRETS

Pursuant to Georgia law, any trade secrets that are required by law, regulation, bid, or request for proposal to be submitted to the County are exempt from disclosure under the Open Records Act. However, this exemption applies only in specific circumstances. If records containing trade secrets are submitted to the County, and the submitting company wants to protect the trade secrets contained in those records from disclosure, an affidavit must be attached to the records stating that specific information in the records is a trade secret. Please note, a company cannot merely mark otherwise open records with "confidential" or "proprietary" in order to protect such records from disclosure. The affidavit must be submitted with the records when they are first provided to the County, and the affidavit should affirmatively declare that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Georgia Code. The submitted affidavit should clearly identify the information and/or records that constitute trade secrets, and must provide the specific location of such trade secrets in the records submitted (i.e. page(s), section(s), etc.). If the County does not receive an affidavit identifying specific information as trade secrets, the trade secret exemption will not apply. Upon receiving a request for such records under the Open Records Act, the County will respond in accordance with O.C.G.A. 50-18-72(a)(34) and other applicable law.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful responder will not assign, transfer, convey, or otherwise dispose of a contract that results from this Request for Proposal or his right, title, or interest in or to the same, or any part thereof, without written consent by the County.

STANDARD TERMS AND CONDITIONS / PROFESSIONAL SERVICES AGREEMENT

Attached are the Forsyth County standard terms and conditions and a sample professional services agreement under which the selected firm will be expected to carry out the required professional services.

Background:

Forsyth County was incorporated on December 3, 1832 and covers 247 square miles. The population estimate is 260,206 according to 2021 US Census data. FCDWS serves more than 67,000 water customers and 37,000 sewer customers. The water distribution system includes approximately 1,120 miles of water mains up to 48-inch diameter, 7 water storage tanks, and 9 pump stations. The sanitary sewer collection system includes approximately 584 miles of gravity mains up to 48-inch diameter, 17,585 manholes, 57 miles of sewer force mains up to 20-inch, 40 miles of reuse mains up to 20-inch, 44 sewer lift stations, and 3 reuse pump stations. The treatment facilities include 1 surface water plant, 1 groundwater plant, and 6 wastewater plants.

Forsyth County Mission Statement

As trusted stewards of Forsyth County's future, the elected officials and employees are dedicated to serving the community and to providing effective, professional public service with integrity and a commitment to excellence.

Forsyth County Vision Statement

Forsyth County is committed to providing and maintaining the most efficient, customer service-oriented county government possible. The county will be an innovative and strategic leader in providing essential and effective public services in a fiscally prudent and professional manner. By preserving and enhancing a high quality of life, Forsyth County will remain a healthy, safe and compelling place in which to live, work, recreate, visit and invest.

FCDWS Mission Statement

To provide Forsyth County with the highest quality of water and sewer service through progressive leadership and environmental stewardship.

Purpose of Request:

The Forsyth County Board of Commissioners invites all interested qualified firms and teams of firms to submit proposals for various Engineering Services for the Department. The requested services are "as-needed" and it is anticipated that more than one firm will be selected to ensure the Department has a broad range of expertise and schedule availability. The number of firms selected will at the discretion of the Department based upon the anticipated needs and qualifications of firms. The initial term of the annual contracts will be for the calendar year 2023 with an option to renew annually up to 4 additional terms. The selected firm(s) shall act as the Engineer for the project on behalf of the Department, upon authorization.

A lead firm may team with and subcontract to additional firms (subconsultants) in order to expand engineering services and expertise. Teams of firms (proposal teams) will be considered and all firms in a proposal team will be evaluated collectively. The Department does not have a preference for, nor against proposal teams. However, note there are special requirements pertaining to proposal teams and subconsultants in this RFP.

Scope of Services:

The selected firms shall be able to provide engineering and related services on an as-needed basis, with no guarantee of a certain amount of work. Examples of services anticipated through this selection may include, but are not limited to the following:

1. Water treatment facility planning and design
2. Wastewater treatment facility planning and design
3. Water and wastewater treatment process modeling and expertise
4. Sanitary sewer pump (lift) station design
5. Sanitary sewer force main design (pressurized and pressurized/gravity)
6. Sanitary sewer gravity main design
7. Water distribution main design
8. Water/wastewater/reuse transmission main design
9. Water storage tank design
10. Water booster pump station design
11. Site/civil engineering
12. Permitting services (e.g., County, GDOT, GA EPD, USACE)
13. Environmental review documents (e.g., NEPA, SERP)
14. Water quality sampling and testing
15. Land surveying
16. Subsurface utility engineering (SUE)
17. Prepare easement plats and legal descriptions
18. Land acquisition services
19. Reports, business case evaluations, feasibility studies, rate studies, other studies or assessments
20. Capital Improvement Program development
21. Master planning
22. Water and sewer system modeling
23. Computational fluid dynamics modeling
24. Preliminary design and alternatives analysis
25. Construction management and inspection services
26. Completion of bid documents and response to bidder questions
27. Cultural and environmental resource identifications
28. SCADA and electrical systems planning and design
29. Facility and/or system security planning and design
30. Emergency response planning and implementation
31. Asset management inventory, planning, and software
32. Condition assessment of linear and vertical assets
33. Develop risk assessments for assets
34. Conduct pilot studies to evaluate and/or implement technologies
35. Procurement assistance, such as developing statements of work, preparing specifications, conducting technical evaluations and recommendations
36. Preparation of grant applications (federal and state)
37. Assistance with current or proposed regulatory compliance mandates
38. Develop standard operating procedures and technical memorandums for the Department
39. Conduct technical research for best management practices in municipal water and wastewater
40. Assistance with data uploads and/or updating information in GIS and Cityworks
41. Field investigations and data collection as required
42. Public relations assistance
43. Any other services requested by the Department that are required for successful development, implementation, and execution of a project.

Basic Services

1. The Engineer shall be the General Administrator and Coordinator of the professional services for a project and shall facilitate the exchange of information as necessary for the coordination of a project.
2. The engineering service provided under this contract will be conducted in a manner consistent with a level of care and skill ordinarily exercised by the members of the profession currently practicing under similar conditions.
3. The Engineer's basic services for each phase of basic infrastructure projects (such as pipeline work, pump stations, etc.) shall consist of those described under the tasks "Land Survey and Geotechnical Services," Design Services" and "Construction Administration Services" identified below.
4. For projects that do not fit into the category of "basic infrastructure projects", such as master planning, large plant projects or upgrades, etc., Engineer would provide a scope of work based on Forsyth County needs.
5. Support the Department with public outreach efforts, which may include, responding to inquiries or complaints.

Land Survey and Geotechnical Services

1. In general, the Department shall acquire land surveying and geotechnical services outside of this contract through the County's annual contracts for these services or a separate procurement process. However, the Engineer shall be required to administer these services and to direct the services of the geotechnical consultant on behalf of the Department. The Engineer shall also provide a scope of the necessary work to assist the Department in acquiring these services.
2. The Engineer shall perform a site visit with Department representatives to investigate possible layouts before actual surveying or geotechnical field activities begin, including locating all utilities that might conflict with the proposed design. The Engineer may provide the services of an "underground locate specialist". Such location services will not be provided by the Department.
3. The Engineer's firm may perform land surveying services if approved by the Department on a case-by-case basis.

Design Services

1. Evaluate the Department's needs and identify the design objectives; recommend water and sewer system facility solution(s) to meet design objectives; and provide preliminary cost estimates to assist in decision making.
2. Permitting assistance - Prepare documents, and assist the Department in filing documents, and address comments as required to obtain approval from of the regulatory agencies having jurisdiction over the project such as the Forsyth County Land Disturbances Permit, Georgia EPD, gas and power companies when crossing their easements or as applicable, and GDOT.
3. Prepare detailed engineering design deliverables including surveys (by others unless requested), plans, specifications, contract documents, and bid documents. All designs shall be conducted, signed and sealed by professional engineers and/or architects in compliance with the rules contained in the Georgia Administrative Code, Chapter 180. All designs shall be provided with the level of detail required to obtain approval from the Department, Georgia EPD, and any other public entities having jurisdiction. Construction contract documents shall include complete engineering drawings and specifications for all items of work needed to complete a project including but not limited to the following: site work, stormwater management, erosion control, yard piping, site electrical, structural, mechanical, HVAC, plumbing, instrumentation/controls, security and electrical.

4. Provide easement or right-of-way plats, exhibit drawings, legal descriptions, and easement documents, to assist the Department in easement acquisition.
5. Prepare estimates of construction costs in accordance with ASCE standards. It is recognized that neither the Engineer nor Forsyth County has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any opinion of probable construction cost.
6. Furnish copies of engineering plans and other contract documents for approval by the Department. At a minimum, provide an electronic file and 3 printed sets of drawings and specifications to the Department at each design milestone (e.g., 30%, 60%, 90% and 100%). This does not include sets of plans that must be submitted to other Forsyth County Departments and other agencies for permitting purposes.

Bidding Services

1. After receiving authorization to proceed with bidding, prepare required Bid Specifications and Drawings for the project.
2. The Engineer will provide electronic copies of drawings and specifications to the Forsyth County Procurement Department for prospective bidders.
3. During the bidding period, the Engineer will assist in preparation of addendums as required by the Department, respond to technical questions from prospective bidders, complete unit tabulation and make an analysis of the bids, perform reference checks and performance history of bidders, and make a recommendation to Forsyth County.
4. Prepare the conformed set of construction documents (all divisions except Division 0) that incorporates changes made to the documents during the bidding period (i.e., though addenda). Provide one electronic copy and 3 hard copies of the conformed documents to the FCDWS.

Construction Administration Services

1. Issue up to 10 full size sets (22"x34") of approved construction documents to the Department and conduct a pre-construction meeting with selected Contractor.
2. Consult with and advise the Department and observe Contractor's work during construction of the project. A weekly report should be made to the Department as documentation of field inspections.
3. Review and take appropriate action with respect to shop drawings, samples, test results, schedules and other data submitted for the Project.
4. Review contractor's pay applications and recommend to the Department amounts due for periodic payments.
5. Furnish a project Representative who will observe performance of construction work and furnish reports on a regular basis. The frequency of observation shall be as needed, but not less than one site visit per week.
6. Upon completion of construction, furnish 5 copies of record drawings for the project based on mark-ups from the Contractor. Also, an electronic copy shall be provided that can be readily incorporated into Forsyth County's GIS. There should be coordinates provided for each pipe bend, fitting, valve, etc., as provided by the Contractor.

Forsyth County Responsibilities

1. Provide all known criteria and available information to the Engineer as to Forsyth County requirements for the Project, including design objectives and constraints, and any budgetary limitations.

2. Assist Engineer by placing at their disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction including record drawings and GIS data.
3. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services.
4. Designate a person to act as Forsyth County's representative with respect to the services to be rendered under this agreement. Such person shall have authority to transmit instructions regarding Forsyth County's policies with respect to the Engineer's services.

Proposal Content:

The Request for Proposals must be organized and provided in a clear concise format, it is desired that the information be provided in the order listed, should not be smaller than 12-point font. Sections should be divided by tabs for ease of reference, and pages should be consecutively numbered. Submittals are to be limited to 20 pages; covers, table of contents, divided tabs, resumes, pricing information, and required forms will not be counted towards the page count. All pages must be formatted to letter size (8.5" x 11").

1. Table of Contents
    a. Outline in sequential order the sections of the proposal, including enclosures.
    b. All pages shall be consecutively numbered and correspond to the table of contents.

2. Transmittal Letter
    a. Include firm name, address, and contact name, phone number, and email address for questions or clarifications.
    b. For proposal teams, all firms are to be listed with the respective services that will be providing. Identify the lead firm and subconsultants.
    c. Acknowledgement of any addenda issued.
    d. State whether your firm (or subconsultants) has been involved in any litigation within the past five (5) years arising out of your performance (explain fully).
    e. List any exceptions to this RFP.

3. Qualifications / Experience
    a. Provide an overview of the firm's (or proposal team's) qualifications, experience and ability to perform the requested services for similar type projects within the past 5 years.
    b. Provide a project summary for at least 5 projects. Clearly state the project name, design fee and construction cost, brief description of project, location, client, dates of service, and status. (A project may include an overview of experience performing similar engineering as-needed, on-call, on-demand service contracts.)
    c. Describe the firm's role on the project. Identify the firm's project manager and key team members that were involved in the project.
    d. Provide a name and current telephone number of a reference contact person relative to each project.

4. Staffing
    a. Provide an organization chart for the project team. Provide geographical location (and associated firm if submitting as a proposal team) of every employee shown.
    b. If the firm uses outside support or subconsultants, provide details on who, how and when these services are utilized.
    c. Provide a brief narrative for each key staff identified on the project team describing significant experience, certifications, and special qualifications to perform the work associated with this RFP.
    d. Provide resumes (no more than 2 pages each) for all key staff showing applicable experience. Include detailed information for project managers.

5. Technical Approach
    a. Describe how the firm will manage the as-needed contract and the overall approach for delivering project work. Proposal teams shall explain planned methods of coordination and communication.
    b. Specifically address the project manager role, staff assignments, schedule management, cost control, scope management and communications.
    c. Include methods and processes, identification and tracking of issues, and methods of

conflict resolution.
   d. Describe your firm's procedures for collaborating with stakeholders.

6. Quality Management
   a. Describe the project team's overall philosophy and responsibility for quality management.
   b. Describe the firm's procedures for ensuring the accuracy and integrity of its services, and overall quality of deliverables.

7. County Required Documents
   a. Contractor Affidavit
   b. Non-Collusion Affidavit (not required for subconsultants)
   c. Sub-Contractor Affidavit (applicable to subconsultants)

8. Provide pricing information in a separately sealed envelope. Pricing will be opened for highly ranked firms.

Pricing Information:

Provide a schedule of labor categories with fully loaded fixed hourly rates. Loaded fixed rates include direct costs, indirect costs, and profit; including, but not limited to, vehicles, reproductions, computers, phones, and any other tools, equipment, or materials required for personnel to perform their tasks. Subconsultant rates may be provided on a separate schedule and shall not include any markup by the lead firm.

Extraordinary expenses will be considered by the Department on a case-by-case basis when developing the scope of work with the Engineer for a specific task order. Examples include, but are not limited to, permit fees, laboratory testing, pilot or rental equipment, field offices, land surveying, geotechnical evaluations, SUE and other specialty subcontractors. Travel costs for personnel must be approved by the Department and will be considered under special circumstances, such as out-of-town subject matter experts or witnessing factory equipment testing. Direct expenses shall be billed at cost. Subcontractor services (excluding subconsultants) shall be billed at cost plus a 10% administrative fee.

All pricing shall be for FY2023 (January 1, 2023 through December 31, 2023).

Evaluation Method and Criteria:

Forsyth County will evaluate proposals and will select the proposals that best meet the interest of the County. The County shall be the sole judge of its own best interest, the proposals, and the resulting agreement. Evaluation will be made by a Committee established for this purpose. Award will be based on a review of all information submitted. Finalist may be asked to appear before an Evaluation Committee, if required. The County reserves the right to accept or reject any or all proposals, or part(s) of proposals, to waive minor variations to specifications.

The following method and criteria will be utilized for the purpose of evaluation:

Total points received will be the sum of the score multiplied by the weight factor for each criterion as shown in the table below. In addition, the County will consider the submittal of all required documents.

Criteria	Score	Weight Factor	Possible Points
Transmittal Letter	0 to 5	1	5
Qualifications / Experience	0 to 5	6	30
Staffing	0 to 5	6	30
Technical Approach	0 to 5	4	20
Quality Management	0 to 5	3	15
		Total	**100**

Interview Criteria:

Should FCDWS elect to conduct interviews in-person with short-listed candidates, firms and proposal teams should plan for the following interview format:

1. Discussion of team and experience (20 minutes).
2. Open discussion for questions and answers (30 minutes).
3. Handouts will be allowed, but no videos or slides presentations.
4. The proposed Project Manager shall lead the presentation.
5. Presentation team shall have a maximum of five (5) people.
6. The County may elect to conduct a phone interview without the requirement of a presentation.

EXHIBIT "B"

Hazen









Proposal for

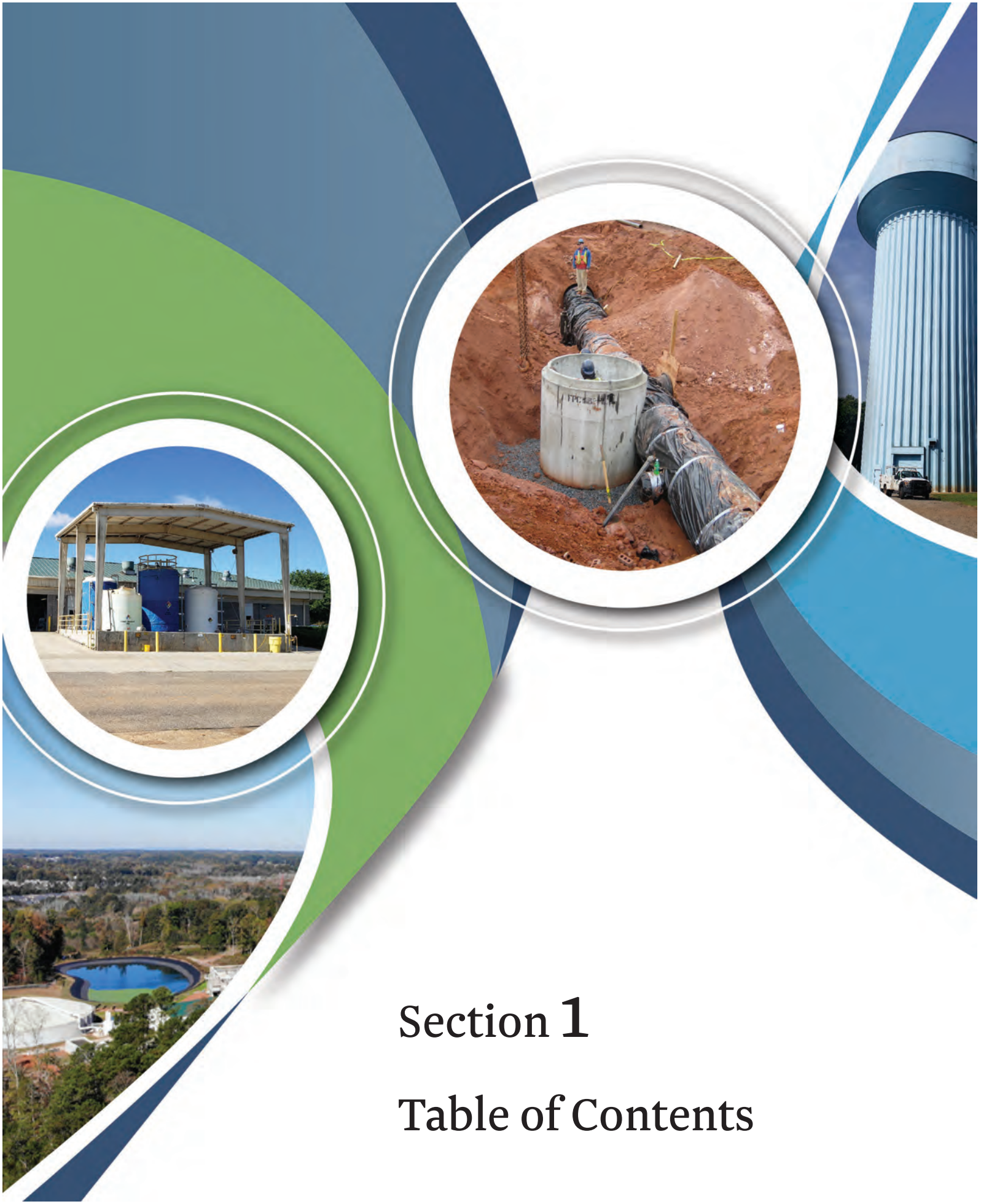
Water & Sewer Engineering Services as Needed

RFP NO. 22-108-3320

Forsyth County Board Of Commissioners

Forsyth County, Georgia

October 20, 2022



Section 1

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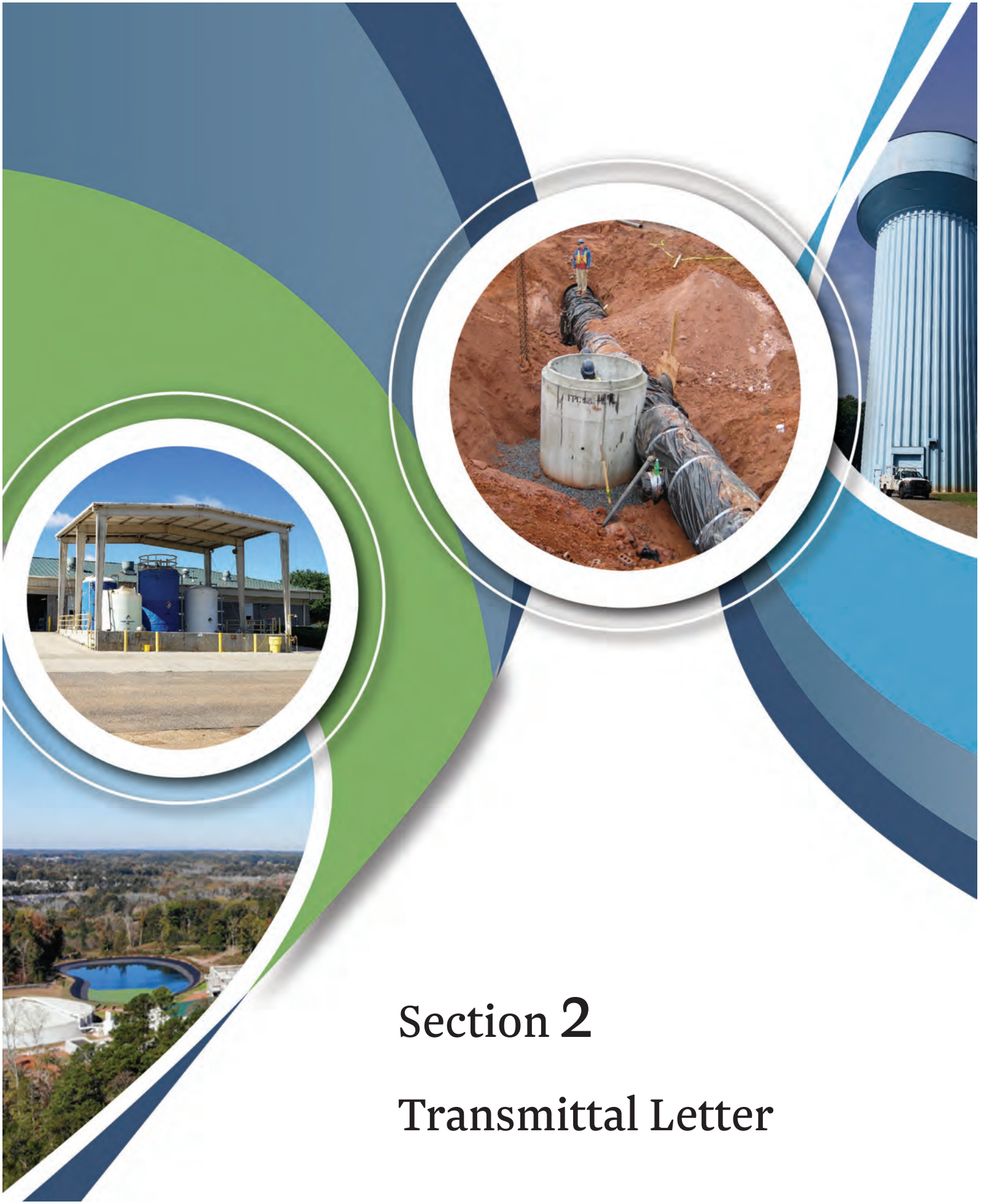
Section 5: Technical Approach

Section 6: Quality Management

Section 7: County Required Documents

Appendix A: Resumes

Pricing Information (separate envelope)



Section 2

Transmittal Letter

Hazen and Sawyer
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342 • 404.459.6363

October 20, 2022

Forsyth County Procurement Department
514 West Maple Street, Suite 104
Cumming, GA 30040

Re: Proposal – RFP No. 22-108-3320 / Water and Sewer Engineering Services as Needed

Dear Selection Committee Members:

Project Manager



Alan Bowling, PE
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342
(770) 289-8441 (cell)
abowling@hazenandsawyer.com

Hazen and Sawyer (Hazen) is pleased to submit our Proposal for the Forsyth County Department of Water and Sewer (FCDWS) Engineering Services as Needed contract. Hazen shares FCDWS' vision and values: working with excellence, providing the highest quality in water and sewer services, and being good stewards of the environment. The variety of projects anticipated within this contract match Hazen's strength as a leader in the municipal water industry. Hazen brings FCDWS the water treatment, water reclamation, distribution and collection, and utility-wide expertise of a large firm with the client focus, flexibility, and efficiency of a small firm.

Hazen's Atlanta office is specifically structured to deliver demand services assignments. Our company culture is based on the philosophy: **when you say "jump!", we say "how high?"** To that end, our Overall Project Manager**, Alan Bowling**, with diverse experience in project management, planning, and design, will work closely with FCDWS to monitor project performance and ensure your objectives are fully met for every assignment.

Since 1951
Hazen and Sawyer has Focused on Two Things:
Providing Safe Drinking Water & Controlling Water Pollution

ENR Top Firm in Water Engineering

Hazen is committed to maintaining its position as one of the leaders of advanced water and wastewater technologies.

Full Name: Hazen and Sawyer

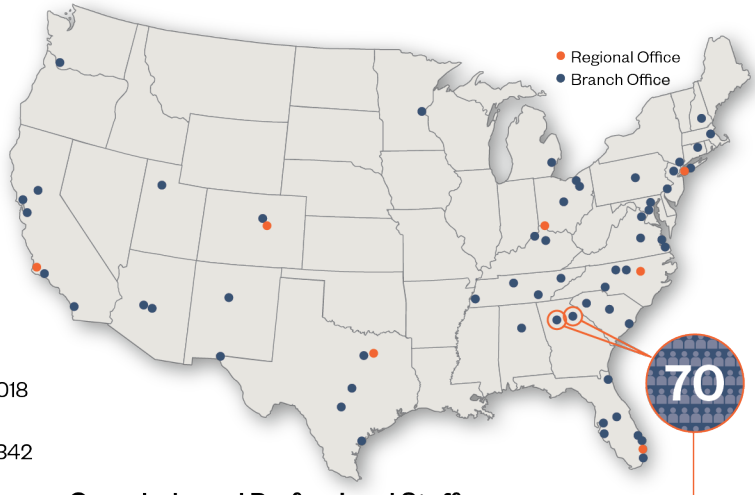
Coporate Address:
498 Seventh Avenue, 11th Floor, New York, NY 10018

Local Branch Offices Performing Services:
1300 Altmore Avenue, Suite 520, Atlanta, GA, 30342
345 W. Hancock Avenue, Athens, GA 30601

Telephone Number: (404) 459-6363

Contact: Bryant K. (Pat) Rogers, PE
Vice President and Atlanta Office Manager
Corporation: Incorporated in the State of New York

Map shows other office locations throughout the USA available to support the contract (see www.hazenandsawyer.com)



Georgia-based Professional Staff

With every engineering discipline in proximity to Forsyth County, Hazen provides complete commitment to ensure a high level of professional quality on every assignment

All We Do Is Water

1011-488

Our project managers and key technical staff are based in our Atlanta office to provide you with **responsive and efficient project delivery**. We draw upon staff resources throughout Hazen who provide specialized expertise when needed. This approach ensures that Hazen's collective knowledge working with utilities across the nation is captured; many of them are facing challenges similar to yours.

Over the past three years, Hazen has worked with FCDWS to develop a sewer model and help plan gravity sewer capital projects within the Shakerag Basin (including the projects needed to redirect the Dick Creek WRF flows to Shakerag WRF). We are starting modeling efforts for the Fowler Basin. Hazen prepared the NPDES permit and coordinated with the Georgia EPD to help permit the Fowler WRF 7.5-mgd expansion.

During this time, Hazen's staff have worked alongside and developed a strong relationship with your staff. We have also gained good understanding of your system needs. We are eager to **continue collaborating with FCDWS** to help you achieve your water and wastewater infrastructure goals.

As a national engineering firm performing a substantial amount of work for clients across the country, Hazen is occasionally named in litigation, typically as an indirect party. In the past five years, we have been involved in five non-personal injury cases, four of which have been settled and the fifth resulted in a judgement against Hazen regarding noise issues associated with pump bearings. Hazen is not involved in any ongoing performance-related litigation.

We have carefully reviewed the Agreement included with the RFP and take no exceptions; we can meet all insurance and other requirements, and, when selected, we will sign the Agreement without delay. We also acknowledge receipt of Addendum No. 01.

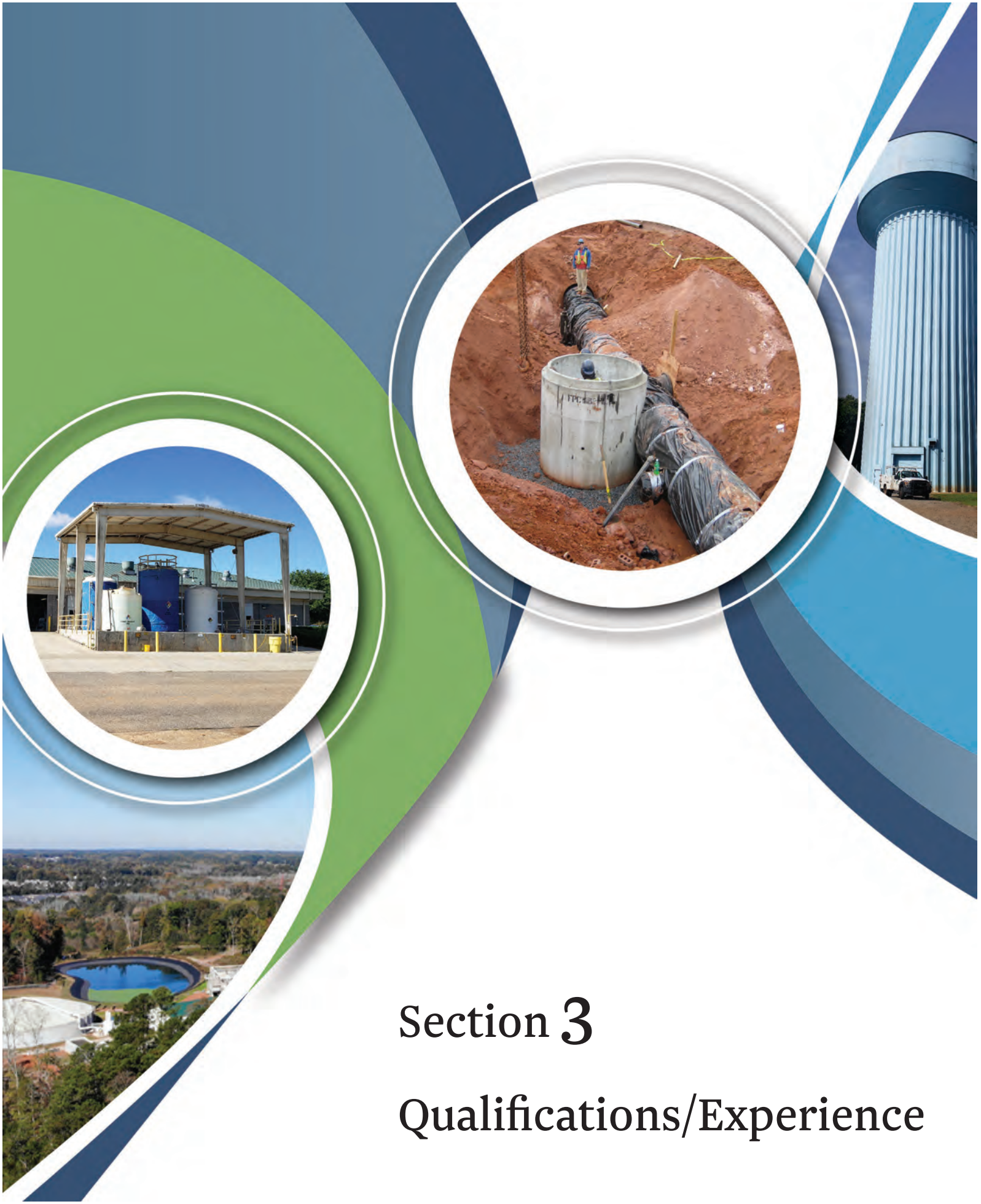
Our proposal demonstrates how strongly we desire to work with Forsyth County. There is no other firm in the local area that can match the depth and experience of our staff who are focused on **all things water**. We appreciate the opportunity to submit this proposal and we look forward to your favorable response. Should you have any questions, please do not hesitate to contact either of us at the phone numbers or email addresses listed below.

Very truly yours,

Bryant K. (Pat) Rogers, PE
Vice President
Atlanta Office Manager
(404) 353-0571
progers@hazenandsawyer.com

Alan Bowling, PE
Senior Associate
Overall Project Manager
(770) 289-8441
abowling@hazenandsawyer.com





Section 3

Qualifications/Experience

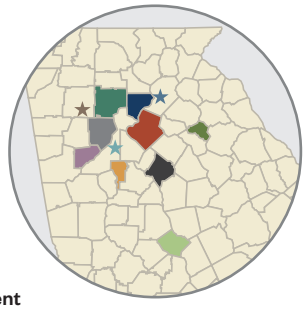
Section 3

Qualifications/Experience

Hazen's local office has successfully delivered more than 300 assignments for Georgia clients over the past 20+ years, including 3 years of service to FCDWS; our significant success demonstrates our ability to help the County continue providing effective and efficient service to your customers.

Hazen' local office is structured to efficiently deliver as-needed engineering services for projects of every size, level of complexity, and timeframe. Projects have been performed for our clients through on-call (as-needed) contracts, general service agreements, and competitively procured RFP projects.

The figure below summarizes the various types of services listed in the RFP that we have provided for some of our clients through on-demand contracts. Our longevity and on-going relationships with these clients speak to the level of service FCDWS can continue to expect from Hazen.



Client	Years of Service	Engineering Studies	Master Planning/CIP Development	Treatment Process Optimization	Biosolids	Treatment Plant Design	Distribution & Collection Design	Water and Sewer Modeling	Environmental Permitting	Cost Estimating	Condition Assessment / Asset Management	CFD Modeling / Physical Modeling	Coatings Program	Construction Management and Inspection	Regulatory Compliance Assistance	Public Outreach
▶ Forsyth County WSD	2019-ongoing	●	●			●	●	●	●	●		●				
Cobb County-Marietta Water Authority	2006-ongoing	●	●	●		●			●	●	●	●	●	●	●	●
▶ Athens-Clarke County PUD	2004-ongoing	●	●	●	●	●	●	●	●	●		●		●		●
▶ Clayton County Water Authority	2018-ongoing	●	●	●	●	●	●	●		●	●			●		
▶ Cobb County Water System	2013-ongoing	●		●		●				●						
Gwinnett County DWR	2001-ongoing	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
▶ Douglasville-Douglas County WSA	2015-ongoing	●		●	●	●	●		●	●				●		
Cherokee County WSA	2014-ongoing	●		●	●	●			●	●				●	●	
City of Cartersville ★	2016-ongoing	●		●		●			●	●				●	●	
City of Atlanta DWM ★	2016-ongoing	●							●	●				●	●	●
▶ Gainesville DWR ★	2014-ongoing	●	●	●	●	●	●	●	●	●	●	●		●	●	●
Macon Water Authority	2010-ongoing	●				●	●	●	●					●		

▶ More detailed summaries for highlighted projects are included in the following pages

70+ years of dedication to water projects

Experience at **80+ WTPs** in the region

500,000+ Linear Feet of New Pipelines Ranging in Size from **6 to 96-Inch**

Design of **70 BGD+** of pumping capacity

1,000+ wastewater and biosolids projects in the region in the last 10 years



Water & Sewer Engineering Services As-Needed

Forsyth County Department of Water & Sewer

Forsyth County, GA

Since 2019, Hazen has supported FCDWS under its Engineer Services As-Needed contract. Example projects include:

Fowler WRF Expansion Permitting: Growth in the County suggests that FCDWS needed to move quickly to permit the expansion of the Fowler WRF to 7.5 mgd. Hazen prepared the NPDES documentation necessary to permit this expansion with the Georgia EPD, including preparing an Antidegradation Report and Environmental Information Document and developing communication graphics for a public information meeting.

Shakerag Basin Preliminary Engineering: Hazen updated FCDWS' Capital Improvement Plan for the Shakerag Basin to ensure that Shakerag WRF and its collection system can accommodate increases in flows (including flows from the future decommissioned Dick Creek WRF) and determine if there is adequate capacity in the Shakerag Basin for flows from neighboring sewersheds. Hazen developed an all-pipe hydraulic model; the dynamic model was used to estimate future system flows, develop FCDWS-approved system criteria, perform a capacity assessment, and identify system infrastructure improvements. Hazen worked with FCDWS to identify future CIP projects, including extending both a gravity sewer interceptor and reuse transmission main to the Dick Creek WRF.

Water Tank Coating: Project includes improvements for both the Gilbert Road Tank and Watson tank, including: overcoat the exterior flutes and tank; paint FCDWS logo onto exterior; clean interior portion of the flutes; and overcoat the interior. Hazen developed a coating specification for each tank, prepared two sets of bid documents and is supporting FCDWS through the bidding process.

Reference

George Kaufman, PE
Deputy Director
(470) 623-0157
gakaufman@forsythco.com

Project Manager

Alan Bowling, PE

Key Team Members

Tammy Hill, PE – *Planning, Facility PM*
Brian Jones, PE – *Pumping Systems / Civil*
Doug Baughman – *Water Resources*
Ty Smith, PE – *Water Resources*
Chas Goblisch, PE – *Conveyance*
Fred Powell, PE, SE – *Structural / Coatings*
Nick Meyer, PE – *Electrical*
Rich Sherman, PE – *I&C*
Helen Lu, PE – *Modeling*

Hazen's Role

Prime

Number of Projects to Date: 5

Budget

Design Fee: $650k (total); individual assignments have ranged from $45,000 to $332,000

Construction Cost: N/A

Dates of Service

2019 - current

Status

Water & Sewer Engineer Services As-Needed extended through 2022



Water and Wastewater Engineering Services

City of Gainesville Department of Water Resources

Gainesville, GA

As one of Gainesville Department of Water Resources' (GDWR) qualified firms, Hazen has provided a wide variety of services through on-demand and competitive RFP projects.

Projects have included master planning, odor control studies, process optimization studies, regulatory assistance, permitting, emergency response assistance, detailed design for water and wastewater facilities, bid/proposal assistance, construction administration, inspection, startup assistance, and grant/funding assistance. Individual assignments include:

- Comprehensive WTP Master Plan
- Flat Creek WRF Master Plan
- Regional Biosolids Study
- Lead and Copper Rule Assistance
- Collection System Comprehensive Odor Study
- High Influent BOD Study
- Water Supply Efficiency Program
- On-call Hydraulic Modeling Support
- Riverside Drive WTP Chemical System Improvements, Dewatering Facility Upgrades, HS Pump No. 5 Replacement, HS Pump No. 7 Addition, and PAC System
- Linwood WRF Belt Filter Press Addition and Emergency Repairs
- Flat Creek WRF Process Optimization Support, Dewatering System Upgrades, Architectural Programming, and Primary Clarifier Addition
- Lakeside WTP PAC System, Filter Upgrades, and High Rate Study

Reference

Myron Bennett, PE
Engineering & Construction Division Manager
(770) 538-2418
Mbennett@gainesvillega.gov

Project Manager

David Haas, PE

Key Team Members

Petersen Benjamin, PE – Wastewater Process Mechanical
Doug Baughman – Source Water Quality and Permitting
Ron Latimer, PE – Wastewater Process
Gaya Ram Mohan, PhD, PE – Wastewater Process
Bevis Pigott, PE – Water Process Mechanical
Kristen Smeby, PE – Odor Control
Brian Jones, PE – Pumping Systems
Fred Powell, PE, SE – Structural
Nubea Lima, PE – Electrical
Rich Sherman, PE – I&C
Helen Lu, PE – Modeling
Ty Smith, PE – Water Resources
Becki Rosenfeldt, PE – Lead & Copper Rule/Corrosion Control

Hazen's Role

Prime

Number of Projects to Date: 31

Budget

Design Fee: $9.4M, assignments range from $14,000 to $1.9M

Construction Cost: range from $250,000 to $28.9M

Dates of Service

2014 - current

Status

Ongoing





On-Demand Engineering Services

Clayton County Water Authority

Clayton County, GA

Since 2018, Hazen has provided on-demand engineering services to Clayton County Water Authority (CCWA). The following are a sample of Hazen's projects with CCWA:

Strategic Master Plan Update. Hazen served as a major sub on CCWA's 2020 Strategic Master Plan team. Hazen supported CCWA to help identify and prioritize capital projects over a 20-year planning horizon.

Hicks Water Production Plant Capacity Evaluation. Hazen performed a capacity evaluation at the 10-mgd WPP to identify bottlenecks and define the upgrades required to increase the plant to 15 mgd. Hazen provided staff training on critical unit processes to help improve the WPP's effective capacity, reducing backwash flows by up to 50%.

Walnut Creek Lift Station. Hazen performed preliminary engineering, detailed design, bid and construction phase services for replacement of a 0.5-mgd sewer lift station with a separate screening structure to help CCWA reliably meet current and future flows.

JW Smith Water Production Plant High Service Pump Station Improvements. Hazen performed a facility evaluation and detailed design to determine the improvements necessary to increase the WPP's pumping capacity to meet its treatment capacity and upgrade its aging electrical infrastructure.

Hooper Water Production Plant Generator. Hazen managed design and construction for the installation of a new 4,160V standby power generator to tie into the 20-mgd Hooper WPP power system.

Shoal Creek WRF UV System Replacement. Hazen provided emergency-response, fast-track equipment selection, equipment procurement, design, bid and construction phase services to replace a UV system after a lightning strike damaged the existing system.

Reference

Kelly Taylor, PE
Engineering Director
(678) 422-2824
kelly.taylor@ccwa.us

Project Manager

Alan Bowling, PE

Key Team Members

Tammy Hill, PE – *Planning, Treatment Facility PM*
David Haas, PE – *Master Planning*
Kristen Smeby, PE – *Wastewater Process Mechanical / Odor Control*
Andrew Tartaglia, PE – *Treatment Facility & Pumping systems*
Bevis Pigott, PE – *Water Treatment Process Mechanical*
Brian Jones, PE – *Pumping Systems / Civil*
Ty Smith, PE – *Water Resources*
Eddie McCallum, PE – *Process Mechanical*
Chris Szoch, PE, CCM – *Construction Management*
Mike Bullard, PE - *Biosolids*
Fred Powell, PE, SE – *Structural*
Nick Meyer, PE – *Electrical*
Rich Sherman, PE – *I&C*
Helen Lu, PE – *Modeling*
Becki Rosenfeldt, PE – *Lead & Copper / Corrosion Control*

Hazen's Role

Prime

Number of Projects to Date: 37

Budget

Design Fee: $6.7M, assignments range from $9,000 to $898,000

Construction Cost: range from $879,000 to $8.1M

Dates of Service

2018 - current

Status

On-Demand Engineering Services extended through 2023



On-Demand Engineering Services

Athens-Clarke County Public Utilities Department

Athens, GA

Since 2017, Hazen has supported Athens-Clarke County Public Utilities Department (PUD) by providing On-Call Engineering Services through the planning, design, bid and construction phase for 30+ projects. The following projects are a sample of the work Hazen has performed for PUD:

North Oconee WRF Improvements. Hazen evaluated tertiary filtration and thermal dryer technologies, accompanied PUD operations staff on visits to several plants with dryers in use, supported PUD through technology selection, and coordinated with ACC Purchasing through a competitive procurement equipment selection. Hazen performed detailed design for new tertiary treatment facilities (including rapid mix, flocculation, disk filtration and chemical systems) and a thermal dryer facility. Hazen is currently providing services during construction.

Recycled Water Program. After experiencing severe droughts, PUD embarked on developing a non-potable recycled water program to serve industrial customers. Hazen designed the North Oconee WRF recycled water pump station as well as a portion of the transmission pipeline system.

Brooklyn Creek Interceptor. Hazen designed 10,800 LF of 30-inch and 24-inch gravity sewer replacement interceptor. Project tasks include corridor evaluation, topographic survey, detailed design, easement preparation, outreach programs, permitting, and bidding services. Hazen is currently providing services during construction.

Pump Station Design Guide. Hazen worked with PUD to develop a design guideline, performance standards, and specifications to direct the design and construction of sewer pump stations that will become a part of PUD's collection system.

Reference

Hollis Terry
Director
(706) 613-3470
hollis.terry@accgov.com

Project Manager

Alan Bowling, PE

Key Team Members

Kristen Smeby, PE – *Wastewater Process Mechanical / Odor Control*
Vivi Nguyen, PE – *Wastewater Process / Facility Design*
Brian Jones, PE – *Conveyance / Civil*
Sam Mark, PE – *Conveyance*
Chris Szoch, PE, CCM – *Construction Management*
Mike Bullard, PE – *Biosolids*
Fred Powell, PE, SE – *Structural*
Nubea Lima, PE – *Electrical*
Rich Sherman, PE – *I&C*

Hazen's Role

Prime

Number of Projects to Date: 34

Budget

Design Fee: $9.7M, assignments range from $15,000 to $2.4M

Construction Cost: range from $200,000 to $35M

Dates of Service

2017 – current

Status

On-Demand Engineering Services through 2027



On-Demand Engineering Services

Douglasville-Douglas County Water and Sewer Authority

Douglasville, GA

Since 2014, Hazen has performed a wide range of engineering and planning services for the Douglasville-Douglas County Water and Sewer Authority (DDCWSA) under an as-needed engineering services contract, including the following relevant projects:

Northside WWTP Improvements. At Northside WWTP, one aeration basin mechanical surface aerator failed and a second surface aerator is no longer functional. Hazen evaluated improvement alternatives, developed design drawings, supported DDCWSA through bid phase, and is performing construction administration.

Southside Force Main Assessment. The Southside Lift Station's FM has experienced several failures in recent years. Hazen modeled and evaluated the force main to predict likely failure locations and is performing field testing in advance of designing remediation solutions.

Sweetwater Creek Dewatering Building. Hazen estimated annual average and maximum monthly sludge productions; evaluated the existing belt presses; and proposed upgrades to feed pumps, polymer make-up units and conveying systems to enclose two trailer-mounted belt presses at the Sweetwater Creek WWTP. The project is currently at 60% design.

Blairs Bridge Lift Station. To prevent a capacity upgrade at the Sweetwater WWTP, Hazen designed LS improvements to pump 3.6 mgd between to two separate WWTPs. Design included LS capacity evaluation, LS modifications to allow the simultaneous pumping to different WWTPs, and 11,550 LF of 16-inch HPDE FM. Hazen developed design drawings, supported DDWSA through bid phase, and is performing construction administration.

Reference

Brian Keel, PE
Deputy Director of Engineering
(770) 949-7617
bkeel@ddcwsa.com

Project Manager

Pat Rogers, PE

Key Team Members

Vivi Nguyen, PE – *Wastewater Process / Facility*
Alan Bowling, PE – *Pumping Systems*
Chas Goblisch, PE – *Conveyance / Civil*
Chris Szoch, PE, CCM – *Construction Management*
Mike Bullard, PE – *Biosolids*
Fred Powell, PE, SE – *Structural*
Vessela Kancheva, PE – *Electrical*
Rich Sherman, PE – *I&C*

Hazen's Role

Prime

Number of Projects to Date: 25

Budget

Design Fee: cumulative: $2.4M, assignments range from $20,000 to $679,000

Construction Cost: range from $600,000 to $6.4M

Dates of Service

2014 - current

Status

On-Demand Engineering Services extended through 2023



On-Demand Engineering Services

Cobb County-Marietta Water Authority

Marietta, GA

Hazen has performed a wide range of engineering services for the Cobb County-Marietta Water Authority (CCMWA) at its two WTPs under both a demand services contract and through RFP contracts. A sample of work performed by Hazen in its current 2019-2023 demand service contract includes:

- Liquid lime system to replace an aging dry system used for solids dewatering
- Corrosion control desktop and pilot study to proactively plan for the Lead and Copper Rule Revisions
- Surge tank assessment to identify needed repairs
- Coatings program to renew paint on exposed pipes and other equipment (on-going as an annual program since 2011)
- Elevated storage tank assessments and structural repairs
- Raw water reservoir sediment removal
- Filter valve and actuator replacement to improve operations
- Raw water and high service pump priming system replacement design
- Comprehensive operations manual to easily access O&M information
- SCADA replacement to improve plant operations
- Filter underdrain replacement
- Chattahoochee River source water monitoring study
- Storage tank repair projects
- Dam Inspections
- Filter Rehab
- Filter Surveillance and Operations Training

Reference

George Kaffezakis, PE
Engineering Director
(770) 514-5300
gkaffezakis@ccmwa.org

Project Manager

David Haas, PE

Key Team Members

Bevis Pigott, PE – *Water Process Mechanical*
Andrew Tartaglia, PE – *Water Process Mechanical*
Eddie McCallum, PE – *Process Mechanical*
Vivi Nguyen, PE – *Process Mechanical*
Chas Goblisch, PE – *Civil*
Fred Powell, PE, SE – *Structural*
Nubea Lima, PE – *Electrical*
Rich Sherman, PE – *I&C*
Becki Rosenfeldt, PE – *Lead & Copper Rule / Corrosion Control*
Kristin Ray, PE – *Reservoir Dam*
David DiSalvo – *Communications*

Hazen's Role

Prime

Number of Projects to Date: 26

Budget

Design Fee: $2.6M, assignments range from $2,000 to $498,000

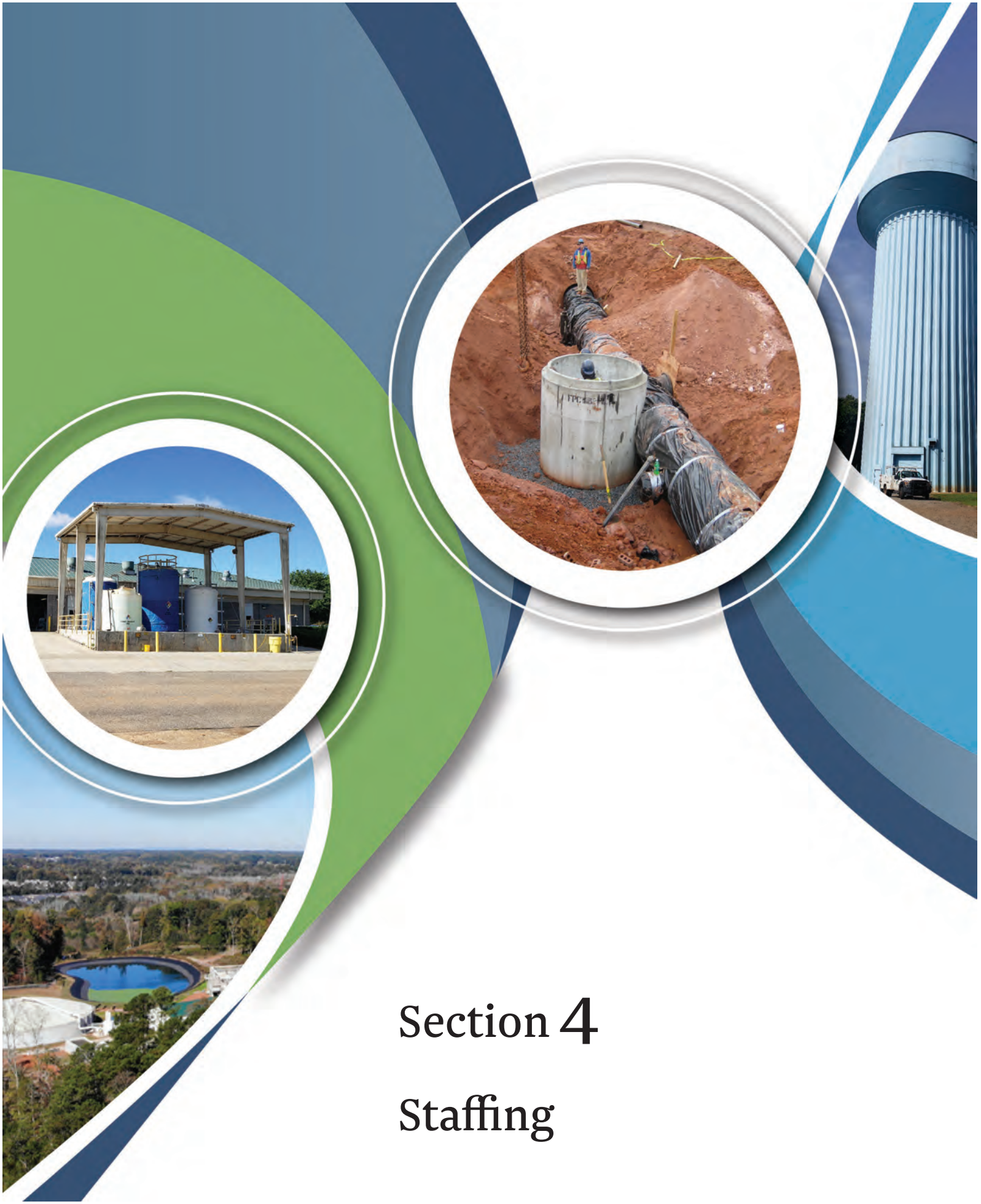
Construction Cost: range from $31,000 to $4.9M

Dates of Service

Current Contract: 2019 – ongoing

Status

Ongoing



Section 4

Staffing

Section 4

Staffing

The depth and qualifications of our local management staff and technical team are unmatched in this market, resulting in a highly responsive and experienced team ready to efficiently deliver any project assignment.

An Experienced Project Manager

Alan Bowling, PE has served as Client Services Manager for FCDWS Engineering Services As-Needed contract for the past three years providing technical support to our team. He knows your facilities, staff, and preferences, resulting in sucessful and efficient exectution of project assignments.

Alan will serve as the point-of-contact for all communications with FCDWS. He will be responsible for leading client service, developing scopes for all project assignments, and providing overall project portfolio management. In addition, Alan will support projects requiring planning, civil/site, conveyance, and pump station design.

A Strong Local Team

As shown in the organizational chart on the following page, our team includes Project Managers for all anticipated elements of potential project assignments. These managers are supported by a deep bench of Discipline Leads and Subject Matter Experts (SMEs).

As depicted in the figure below, Hazen's local office has 70 staff encompassing almost all disciplines needed to efficiently deliver Basic Services, Design Services, Bidding Services, and Construction Administration Services outlined in the RFP. For Land Survey and Geotechnical Services, we will administer and direct the services of the County's annual contracted survey and geotechnical firms on behalf of FCDWS.

PE *Georgia, PE*



Alan Bowling, PE
Overall Project Manager

VALUE TO FCDWS

Experienced Client Service Manager with 3 years of experience serving FCDWS who effectively directs, manages, and coordinates task orders and staff resources.

AREAS OF EXPERTISE

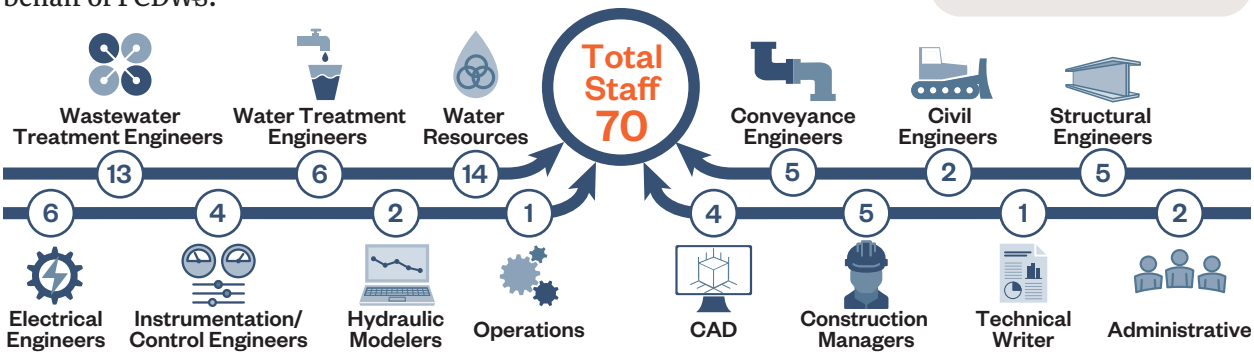
- **Master Planning**
- **Pump Stations**
- **Water Distribution Systems, and Wastewater Collection Systems**
- **Civil / Site Engineering**
- **Stormwater Management**

COMMITMENT
"As your Project Manager, I am committed to coordinating regularly with your staff and working to ensure that Hazen successfully listens, communicates, and follows through. I am committed to FCDWS' long-term success as a leader in its community and in our industry. We will seek excellence in everything that we do for and with FCDWS."

- Alan Bowling, PE

Experience
22 total years
4 years with Hazen

Education
MSCE, Georgia Tech, 2000
BCE, Georgia Tech, 1999



Management Team

Principal-in-Charge
Pat Rogers, PE

Overall Project Manager
Alan Bowling, PE

QA/QC Manager
David Haas, PE

Project Managers
Alan Bowling, PE
Tammy Hill, PE
Brian Jones, PE
Kristen Smeby, PE
Ann Houseman, PE

Subject Matter Experts

Water Treatment Erik Rosenfeldt, PhD, PE
Wastewater Treatment Ron Latimer, PE
Biosolids Michael Bullard, PE
Distribution and Collection Thomas Tant, PE
Environmental Permitting Doug Baughman
Corrosion Control/ Lead & Copper Rule Revisions Becki Rosenfeldt, PE
Asset Management / Utility Management Ryan Nagel, PE, ENV SP

Technical Team

Planning
Alan Bowling, PE
Tammy Hill, PE

Wastewater Process
Gaya Ram Mohan, PhD, PE
Vivi Nguyen, PE

Residuals / Biosolids
Petersen Benjamin, PE
Eddie McCallum, PE

Water Process
David Haas, PE
Bevis Pigott, PE

Odor/Corrosion Control
Kristen Smeby, PE
Heri Mumma

Maintenance Reliability and Condition Assessment
Steven Hutchings, CRL, CMRT, CMRP

Pump Stations
Brian Jones, PE
Alan Bowling, PE
Andrew Tartaglia, PE

Distribution and Conveyance
Sam Mark, PE
Brian Jones, PE
Sam Mark, PE
Chas Goblisch, PE

Water and Sewer System Modeling
Helen Lu, PE
Ashley Kinsey, PE

Water Resources
Ty Smith, PE
Ann Houseman, PE
Kristin Ray, PE

Environmental Permitting
Ty Smith, PE
Maya Goldman, PE
Gabrielle Skipper, PE

Construction Management
Chris Szoch, PE, CCM

Design Support

Process Mechanical
Eddie McCallum, PE
Kristen Smeby, PE
Melissa Meyer, PE

Structural
Fred Powell, PE, SE
Gardner Johnson, PE

Electrical
Nubea Lima, PE
Nick Meyer, PE

Instrumentation & Control
Rich Sherman, PE
Jared Stanbridge, PE

Civil / Site
Alan Bowling, PE
Brian Jones, PE
Sam Mark, PE

Architectural
Dean Waldrop, RA

Building Mechanical
Danny Reagan, PE

3D CAD Design / BIM
Reondre Slade
Jeremy Jordan
Joe Smeby

Other Support Services

Grant Applications
Seth Robertson, PE
Jessica Leggett

Rate Studies
Alan Karnovitz

Integrated Master Planning
James Hennessy, PE

Communications
David DiSalvo

Cost Estimating
Rose Jesse, CCM

Hydrologic/Hydraulic Modeling
Ann Houseman, PE
Ty Smith, PE
Ashley Kinsey, PE

GIS
Ryan O'Banion, GISP
Meron Wolde-Tensae, PE

Condition Assessment
Sean FitzGerald, PE

Asset Management
Russ Dalton, PE
Olivia August, PE

CFD Modeliing
Sean Zhang, PhD, PE, BCEE

Operations Optimization and Training
Ron Latimer, PE (Wastewater Process)
Dan Miklos, LO (Wastewater)
Matt Charles, PE (Water)

Key Staff are Italicized; Resumes are included in Appendix A

Georgia-based staff
North Carolina-based staff
Virginia-based staff
South Carolina-based staff
Ohio-based staff
New York-based Staff

Our Atlanta office is specifically structured to provide As-Needed Engineering Services. As such, we have an unmatched depth of resources across all support disciplines available to respond to any project need.

Key Staff

The following provides a summary of our key staff members describing their significant experience, certifications, and special qualifications to perform project assignments associated with this Engineering Services As-Needed contract. Resumes are included for all key staff in Appendix A.



David Haas, PE – Overall QA/QC Manager, Water Treatment Process

David has has a broad range of experience that includes master planning, water treatment process evaluations, and managing design projects to upgrade or expand capacity at treatment facilities. His attention to detail will ensure quality of our project deliverables.

Certifications: PE licensed in Georgia



Tammy Hill, PE – Project Manager, Planning

Tammy has a broad range of experience in project management, master planning, and conceptual and detailed designs for wastewater treatment plants. She will ensure thoughtful, practical planning and successful project delivery for FCDWS.

Certifications: PE licensed in Georgia



Brian Jones, PE – Project Manager, Pump Stations, Distribution and Conveyance, Civil/Site

Brian's distribution and conveyance experience includes projects for the public and private sector, as well as coordination with GDOT. Prior to joining Hazen, he managed water line replacement and water supply programs for a large municipality in Georgia. His strong, hands-on experience results in functional pump station design.

Certifications: PE licensed in Georgia



Kristen Smeby, PE – Project Manager, Odor Control, Process Mechanical

Kristen has extensive experience in the design and evaluation of municipal wastewater treatment facilities. She regularly serves as project manager, leading multi-discipline design teams for large capital improvement projects at wastewater treatment plants. She is one of Hazen's odor control and corrosion experts, leading to sound designs that benefit the FCDWS and the community.

Certifications: PE licensed in Georgia



Ann Houseman, PE – Project Manager, Water Resources, H&H Modeling

Ann has performed a variety of water resources, stormwater management, and utility management services including dam rehabilitation design, detailed hydrologic and hydraulic modeling, field inspection, and utility management services. Her commitment to effective communication and project management best practices ensures that projects will be successfully delivered.

Certifications: PE licensed in Georgia



Helen Lu, PE – Water and Sewer Modeling

Helen has led numerous water and sewer capacity modeling, master planning, and water quality studies; she is also an expert with many modeling software programs, including InfoWater and InfoSWMM. Her particular expertise means more accurate models and better solutions for FCDWS.

Certifications: PE licensed in Georgia



Gaya Ram Mohan, PhD, PE – Wastewater Treatment Process

Gaya's experience includes applied research on a wide variety of advanced and innovative wastewater treatment, biosolids, water reuse and resource recovery projects. She will ensure our team considers the latest technology and research when developing solutions for FCDWS.

Certifications: PE licensed in Georgia



Petersen Benjamin, PE – Residuals/Biosolids

Petersen brings significant detailed design and construction administration experience for biosolids and residuals handling facilities at water and wastewater treatment plants. His strong relevant experience instills confidence that the County's solids handling facilities will be well designed and functional upon startup.

Certifications: PE licensed in Georgia

Our Subject Matter Experts have over 200 years of combined experience

Erik Rosenfeldt, PhD, PE
Water Treatment



23 years

Ron Latimer, PE
Wastewater Treatment



27 years

Michael Bullard, PE
Biosolids



33 years

Thomas Tant, PE
Distribution and Collection



34 years

Doug Baughman
Environmental Permitting



39 years

Becki Rosenfeldt, PE
Corrosion Control/ LCR Revisions



20 years

Ryan Nagel, PE, ENV SP
Asset Management/ Utility Management



26 years



Sam Mark, PE – Distribution and Conveyance

Sam focuses on water distribution and wastewater conveyance projects where he has experience in both the public and private sector, including coordination with GDOT on numerous utility line relocation projects across Georgia. His experience designing pipes and mains in urban and environmentally sensitive environments results in an efficient design process.

Certifications: PE licensed in Georgia



Ty Smith, PE – Water Resources, H&H Modeling, Environmental Permitting

Ty's experience includes strategic watershed planning and management, ecosystem and floodplain restoration, stormwater design, sediment and erosion control, permitting, and H&H modeling. He will ensure practical, permittable designs that protect the environment.

Certifications: PE licensed in Georgia, GSWCC Level II Design Professional



Chris Szoch, PE, CCM – Construction Management

Chris is experienced in the design, inspection, and construction management of pumping facilities, water and wastewater treatment plant expansions and upgrades. His strong construction management experience ensures projects will comply with the construction contract requirements.

Certifications: PE licensed in Georgia, Certified Construction Manager

Strong, Local Support Leads

Structural Engineering



Supported by 4 Structural Specialists in Atlanta

Fred Powell, PE, SE

- 26+ years of experience
- Experience with all aspects of water containing structures

Electrical Engineering



Supported by 5 Electrical Specialists in Atlanta

Nubea Lima, PE

- 32+ years of experience
- Electrical power distribution experience specific to water and wastewater facilities

I&C Engineering



Supported by 3 I&C Specialists in Atlanta

Richard Sherman, PE

- 31+ years of experience
- I&C/SCADA system experience specific to water and wastewater facilities

The Right Staff...



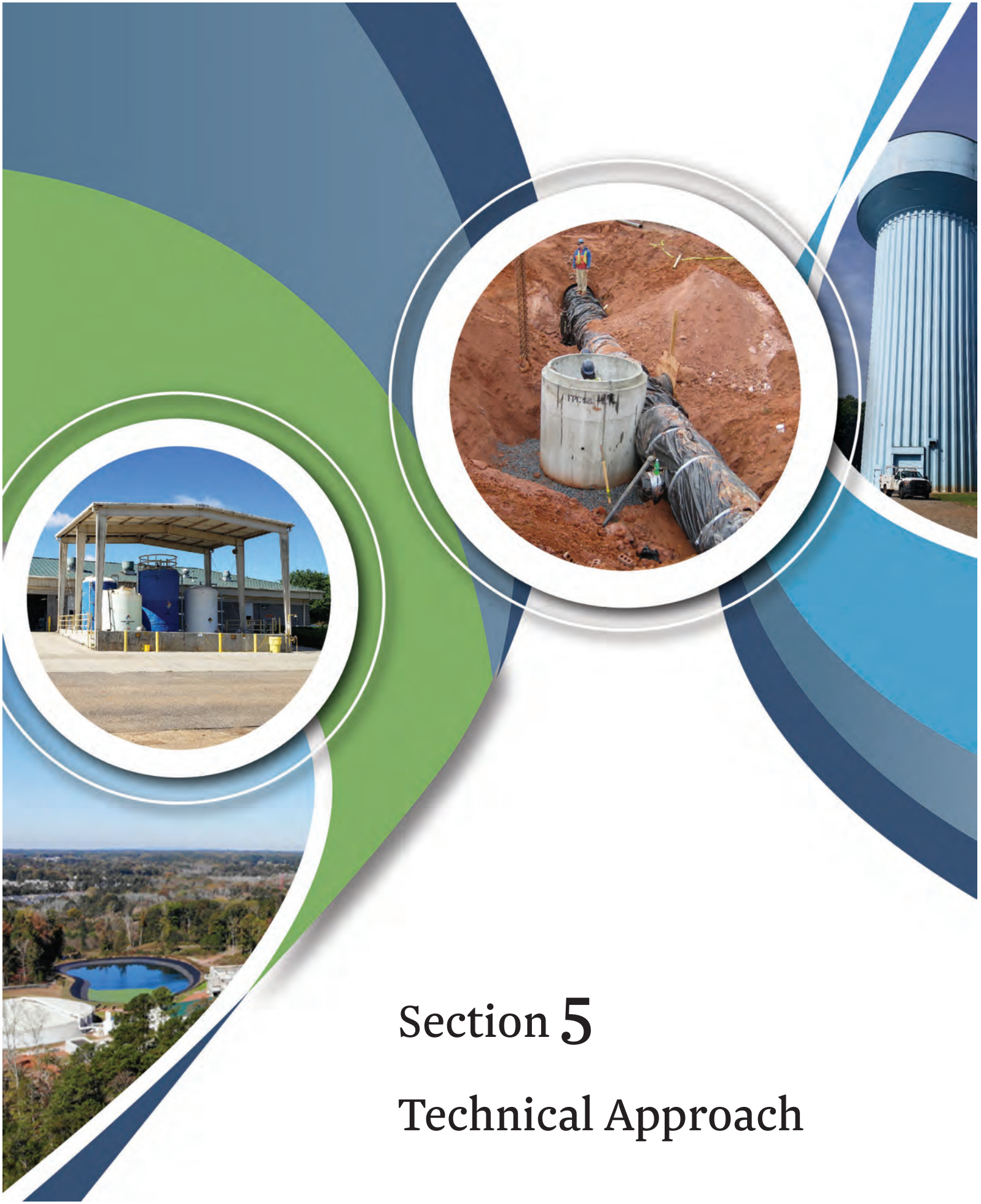
Possesses the relevant technical skills for each specific task



Manages the unique requirements of as-needed services contracts



Communicates often and effectively



Section 5

Technical Approach

Section 5

Technical Approach

Hazen's proven approach to managing and executing on-call contracts combined with our strong, local presence ensures successful projects for the County.

At Hazen, we know clients desire local, responsive, and highly technical service; we have structured our approach to best meet these needs. Our approach begins with a **dedicated, full-service Atlanta office, supplemented with nationally recognized subject matter experts.** The combination of highly qualified local staff and industry-leading experts provides our clients with responsive service, comprehensive analyses, and high-quality, cost-effective engineering support.

What differentiates Hazen in the delivery of projects?

We listen: We collaborate with each assignment's stakeholders to ensure that we understand your goals and objectives for each project assignment.

We assign experts: We provide a team skilled in the specific assignment's elements to develop a project approach and a scope of work to best meet your needs.

We hone the scope of work: We ensure the scope is correct and includes the best resources, tools, and technologies to meet the needs of the project.

We develop a detailed Project Work Plan: The Project Work Plan is a 'living document' provided to all team members and updated throughout the project to ensure effective communication and a successful project.

We monitor the project and adapt as necessary: To minimize risk and make sure we are meeting your goals and expectations, we constantly monitor project performance and quality.

"Great thanks to you [Vivi Nguyen] and Kristen [Smeby] both for all your assistance with our operations staff and the new processes we are having to learn to operate. You all are doing great work to design, construct, administer, train, schedule, and clearly communicate with contractors and vendors in addition to the City.

While all of that was completely expected, and some of the reasons we chose Hazen to manage this large and important plant upgrade project for us, it is both refreshing and encouraging to see the attention to detail and dedication to doing the job right and completely that you all exhibit as a matter of routine."

J. Sidney Forsyth, Director, Cartersville Water Department

How we do it:



Management Approach

Alan Bowling, PE will serve as a single point of contact for FCDWS to coordinate each project. He will ensure we fully understand the needs for the project, identify critical project requirements, develop the scope, determine the budget, and develop the schedule. Mr. Bowling will prepare a task order proposal outlining our understanding, proposed scope of work, Project Manager and other key personnel, and detailed fee estimate. We will prepare a detailed project schedule, including submittal dates and times where FCDWS needs to provide input and will meet with FCDWS to ensure buy in and approval. Throughout each project, we focus on three key elements in our approach to project management:

Effective Communication: All projects will begin with a Kickoff Meeting to clearly communicate the goals of the project, including scope, budget, and schedule. In addition to regular one-on-one interactions with FCDWS staff, Hazen will hold technical workshops at regular intervals throughout the project and host review meetings for each design submittal to solicit input from FCDWS staff.

Scope, Budget, and Schedule Control and Conflict Resolution: On a monthly basis, Mr. Bowling and the Project Manager will review the project scope, budget, and schedule; forecast the estimate-to-complete; and confirm the project is proceeding successfully. To clearly communicate status, a monthly **Project Management Report** is submitted to FCDWS that summarizes work completed and upcoming, anything Hazen needs from FCDWS, and a change management summary. Hazen and FCDWS will have a monthly portfolio review meeting to encourage input and collaboration, resolve conflicts, and ensure overall project satisfaction.

Proven Quality Assurance/Quality Control Program: Hazen's proven QA/QC procedures ensure high quality projects for the County and are outlined in *Section 6* of this proposal.

Project Delivery

Master Planning

Hazen's master planning experts help our clients successfully plan for impending and potential issues and develop capital improvement plans to prioritize projects within available budgets.

Our staff includes computer modelers like **Helen Lu, PE** who developed FCDWS' Shakerag Basin wastewater collection model, is leading the Fowler Basin model, and is a nationwide expert in developing collection, distribution, and water quality models.



Helen Lu's Shakerag Basin model helped identify and define the collection improvements and project Shakerag WRF's inflows through 2050.

Our QA/QC Manager **David Haas, PE** recently led the Comprehensive WTP Master Plan and Flat Creek WRF Master Plan for Gainesville DWR, establishing a framework to identify needs, develop project definitions, and prioritize capital projects through 2050. **Alan Bowling, PE** led a recent update to Athens-Clarke County's Service Delivery Plan and worked with Clayton County Water Authority in their Strategic Master Plan update.

Detailed Design

Hazen's process modeling is among the most accurate in the industry; we can identify efficiencies, troubleshoot potential problems, and develop robust solutions to meet your facility and process needs.

Facility/Process Design

Hazen's technical approach to existing treatment facility improvements includes on-site investigations, meetings with municipal staff to understand facility operations, historical data analysis, regulatory review, field sampling, and bench- or pilot-scale testing when warranted. Initial project phase deliverables include Business Case Evaluations, Preliminary Engineering Reports, Design Development Reports, Basis of Design Reports, and construction cost estimates.

Interim design submittals to FCDWS are made along with constructability reviews and updates to the construction cost estimate. Permit applications are prepared as needed. The final design deliverable is incorporated into an Issued for Bid set.

Effective Tools

We develop 3D models to help FCDWS staff and our design team clearly visualize design improvements. We use smart process and instrumentation diagrams (P&IDs) that generate I/O lists and instrument lists. These tools help **eliminate conflicts, increase efficiency, and save FCDWS time and money.**

Distribution and Collection System Design

Our team has successfully delivered many relevant projects, including sewer lift station upgrades, elevated storage tanks coatings and maintenance, water booster stations, telemetry upgrades, sewer and water line extensions, as well as rehabilitation of existing pipelines. Similar to Facility Design projects, Distribution and Collection System designs include a Preliminary Design Report, detailed design submittals, permitting through multiple agencies, and culminate with final permitting and Bid Documents.

Surveying and Geotechnical Investigations

As necessary, Hazen will coordinate with the County's on-call Survey and Geotechnical service firms, including developing a scope of work, coordinating through procurement, managing field work, and incorporating their work into our project designs.

LEAF
Leverage Existing Assets First

We focus on optimizing existing assets and working within existing footprints to the extent practical to leverage existing assets first.

CLAYTON COUNTY Water AUTHORITY

"The Hazen team was our first thought when an emergency situation left our Shoal Creek WRF UV system nonoperational. I really appreciate the way the team jumped on the project, helped us procure equipment, and fast-tracked a design to replace our UV system.

The team is always available when needed and brings the right expertise to the table for all situations."

Lauren Chamblin,
Program Manager,
Clayton County Water Authority

Bidding and Construction Phase Services

Hazen provides a full suite of construction management services for our clients either on an as-needed basis or as a full program of services. The graphic to the right identifies these services during all phases of the project life cycle.

Our construction services lead, **Chris Szoch, PE, CCM**, has led construction services for multiple major treatment facility projects over the past 15+ years. **Brian Jones, PE**, pump stations lead engineer, recently administered construction services for a new sewer lift station, and conveyance engineer **Sam Mark, PE** has 20+ years of experience providing construction management services for pipeline projects including coordination with GDOT.

Our engineers that developed the design will remain involved through construction to ensure design intent is achieved. Our construction managers review the Contractor's schedule of values and monthly schedule updates to track project progress and identify potential schedule slippages early so recovery plans can be developed. **Our construction inspectors look out for the best interests of FCDWS while being cooperative and fair with the Contractor.** Our observation staff ensure compliance with permit requirements, verify materials, ensure compliance with the contract documents, and record progress for record drawing preparation.

- **PRE-CONSTRUCTION**
  - Value Engineering and Constructability Review
  - Pre-Bid Coordination
  - Bid/Award Services
- **CONSTRUCTION**
  - Project Management RFI and Submittal Reviews
  - Project Controls
  - On-Site Inspection
  - QA/QC
  - Health & Safety
  - Start-up/Commissioning
  - Training
- **POST-CONSTRUCTION**
  - Operation Assistance and Optimization
  - Maintenance Period
  - Project Closeout
  - As-Builts

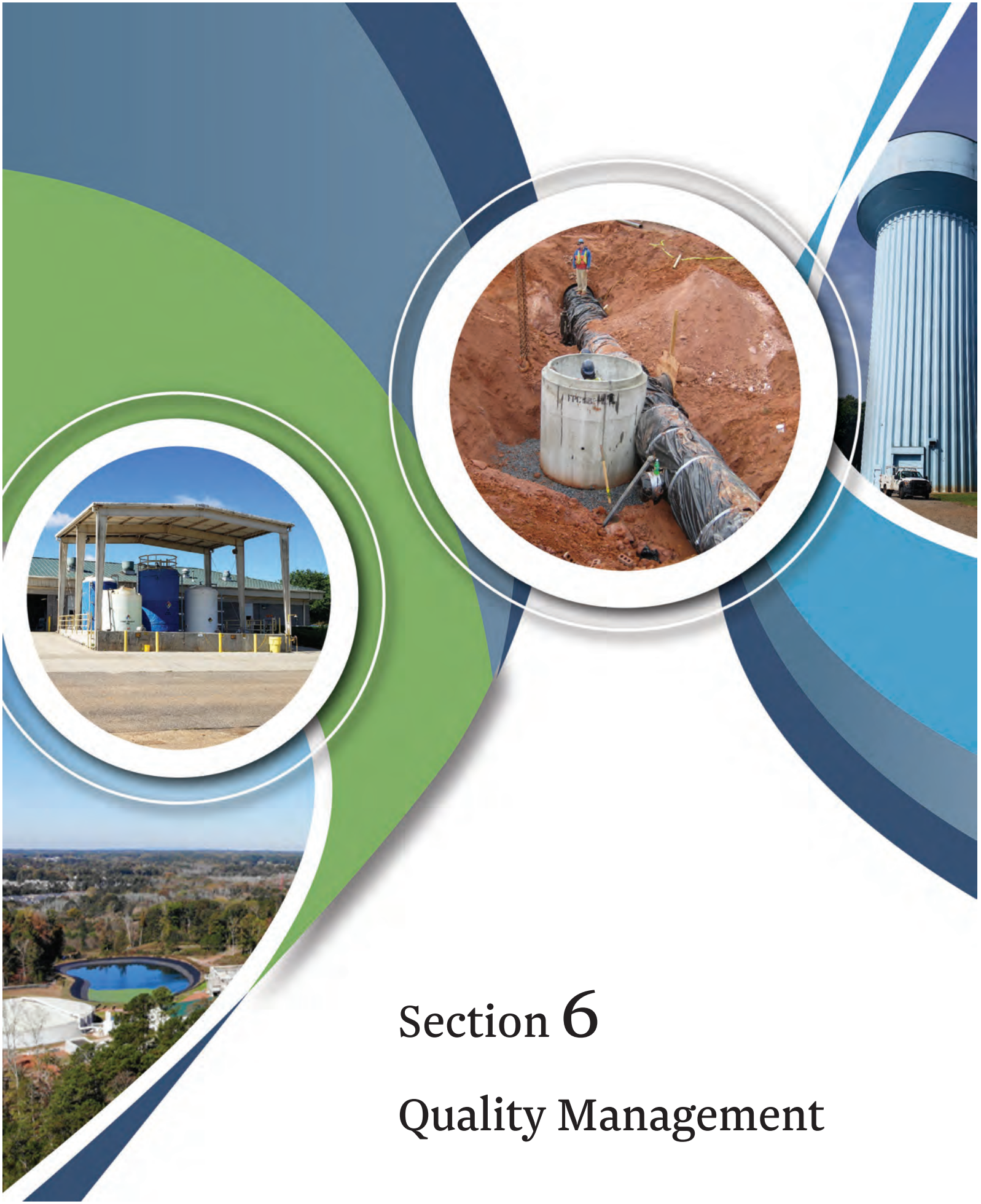


As the front lines for the construction management process, our knowledgeable inspectors will ensure that the contractor complies with the construction documents.

Software, Equipment, Tools, and Technologies to Deliver a Quality Project

Our full-service team of professionals has all the latest tools, software, and technologies available for use, resulting in the highest value to FCDWS. For treatment plant projects, examples of unique tools developed in-house include **HazenPro** (plant hydraulics) and **HazenConverge** (decision-support tool). Review of 3D models is done using **NavisWorks**, which allows 3D models from all disciplines to be combined into one seamless model for whole-project 3D visualization. NavisWorks also contains a clash/interference program that highlights areas of conflict to ensure problems are solved "on paper" during design rather than in the field during construction.

Using **BlueBeam Revu** we can take comments entered by FCDWS on PDFs of the drawings or specifications and enter responses directly next to the location of the original comment. We also use BlueBeam to facilitate quality during construction by allowing construction inspectors and contractors to obtain fast responses from the design engineer, potentially avoiding contract delays and change orders.



Section 6

Quality Management

Section 6

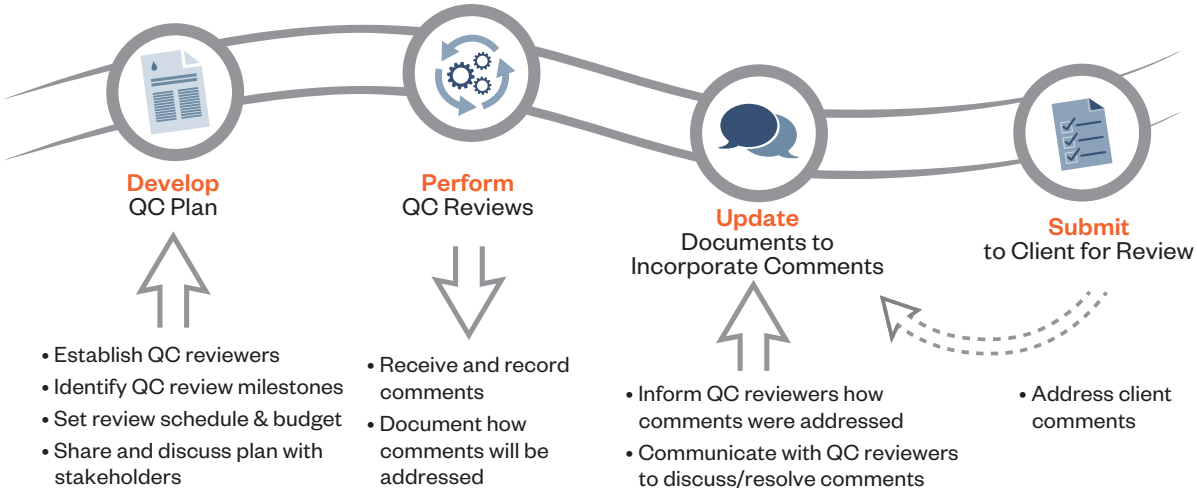
Quality Management

As the overall Project Manager for this contract, Alan Bowling is ultimately responsible for the quality of deliverables. This section discusses the approach he and his project teams will use to ensure quality management.

Commitment to providing quality is inherent to Hazen's culture and evident in the work products we deliver. Our quality assurance procedures have been developed and refined through decades of experience specifically related to providing engineering services focused on "all things water." **David Haas, PE** with over 37 years of diverse experience in water and wastewater related projects, will fulfill the role of QA/QC Manager. Mr. Haas will work with **Alan Bowling, PE** and our Project Managers to ensure that all deliverables have the proper level of review before being delivered to FCDWS.

Our deliberate approach to QA/QC ensures **each deliverable is checked and meets the project's requirements.** Deliverable reviews are a formal means of communicating the design and gaining feedback from FCDWS. We will incorporate FCDWS into each stage of a project's progress.

Quality Assurance and Quality Control Approach



Hazen's **Quality Assurance Program** ensures that all deliverables undergo a formal review process by detail-oriented engineers who have extensive experience in design, construction, and QC reviews. The following provides additional details regarding our in-house procedures for ensuring the quality, accuracy, and integrity of our work.

Quality Assurance (QA) consists of planned and systematic activities (training, internal processes, calculation, procedures) implemented in a quality system beforehand so that quality requirements of the project will be fulfilled. Quality assurance is a strong characteristic of Hazen's culture. We have formal QA programs such as:

- Design guidelines for treatment processes, pipe supports, etc.
- Hydraulic calculation guidelines
- Discipline-specific checklists for each design milestone
- CAD standards with proven standard (master) details
- Standard (master) specifications that are controlled by the Hazen expert on the specification topic
- Company-wide lunch-and-learn seminars led by the Hazen experts across a variety of technical topics



**QA/QC is a Top Priority
You Only Have
One Reputation**

In addition, senior engineers work closely with junior engineers in a mentoring relationship. This ensures junior staff are heading down the right path, which incorporates quality into our work. To help ensure that critical aspects are properly considered, our teams collaborate with our subject matter experts who are extremely accessible and see it as their responsibility to help ensure Hazen's technical quality.

Quality Control (QC) is a component of QA and is the process of evaluating work products and deliverables to confirm that they fulfill the quality requirements of the individual project. A project-specific **QC Plan** establishes those activities and guidelines that are essential to assuring quality in our deliverables by defining what will be reviewed (report, design submittal, etc.), identifying who will review for each discipline, dedicating budget for each QC reviewer, and providing a schedule of when QC reviews will occur. Each project is audited quarterly to ensure the QC reviews have taken place.

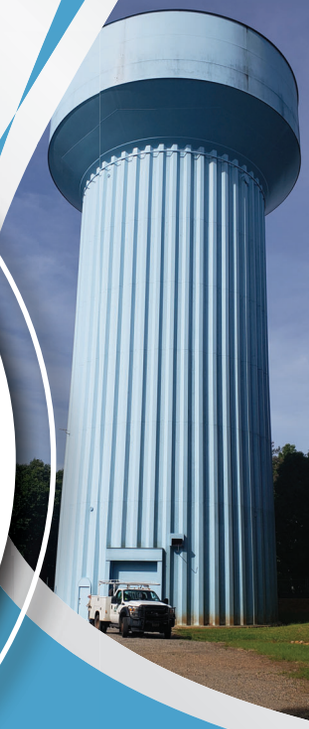
Hazen performs QC review for every deliverable and design submittal. The reviews are performed by detailed-oriented senior staff who are considered experts in their field. In addition, Hazen performs a peer review of our subconsultants' work products. A **QC Log** is used to document and track comments. The log includes responses to each comment from the designer. The log has a cross-check to be completed by either the reviewer or PM to verify the response adequately addressed the comment and, if appropriate, the change was implemented. This approach fosters a dialogue between the design engineer and QC reviewer to promote the development of design staff.

During construction, there are significant opportunities to positively impact project quality. Our QC Plan is based on the requirements of the contract documents and identifies who is responsible for different aspects of the project, such as materials testing and special inspections. Included in the plan are our set of standardized QC documents that we have developed through years of construction management experience. These documents include material check-in sheets, concrete pour reports, specialty inspection reports, and schedule review checklists just to name a few.

Hazen









Cost Proposal for

Water & Sewer Engineering Services as Needed

RFP NO. 22-108-3320

Forsyth County Board Of Commissioners

Forsyth County, Georgia

October 20, 2022

Cost Proposal

Water & Sewer Engineering Services as Needed

Hazen and Sawyer's hourly labor billing rates for the Water & Sewer Engineering Services As-Needed contract (RFP No. 22-108-33220) are summarized in the following table. These rates are effective through December 31, 2023, and subject to annual adjustment on January 1st each year.

Hazen Billing Rate Schedule

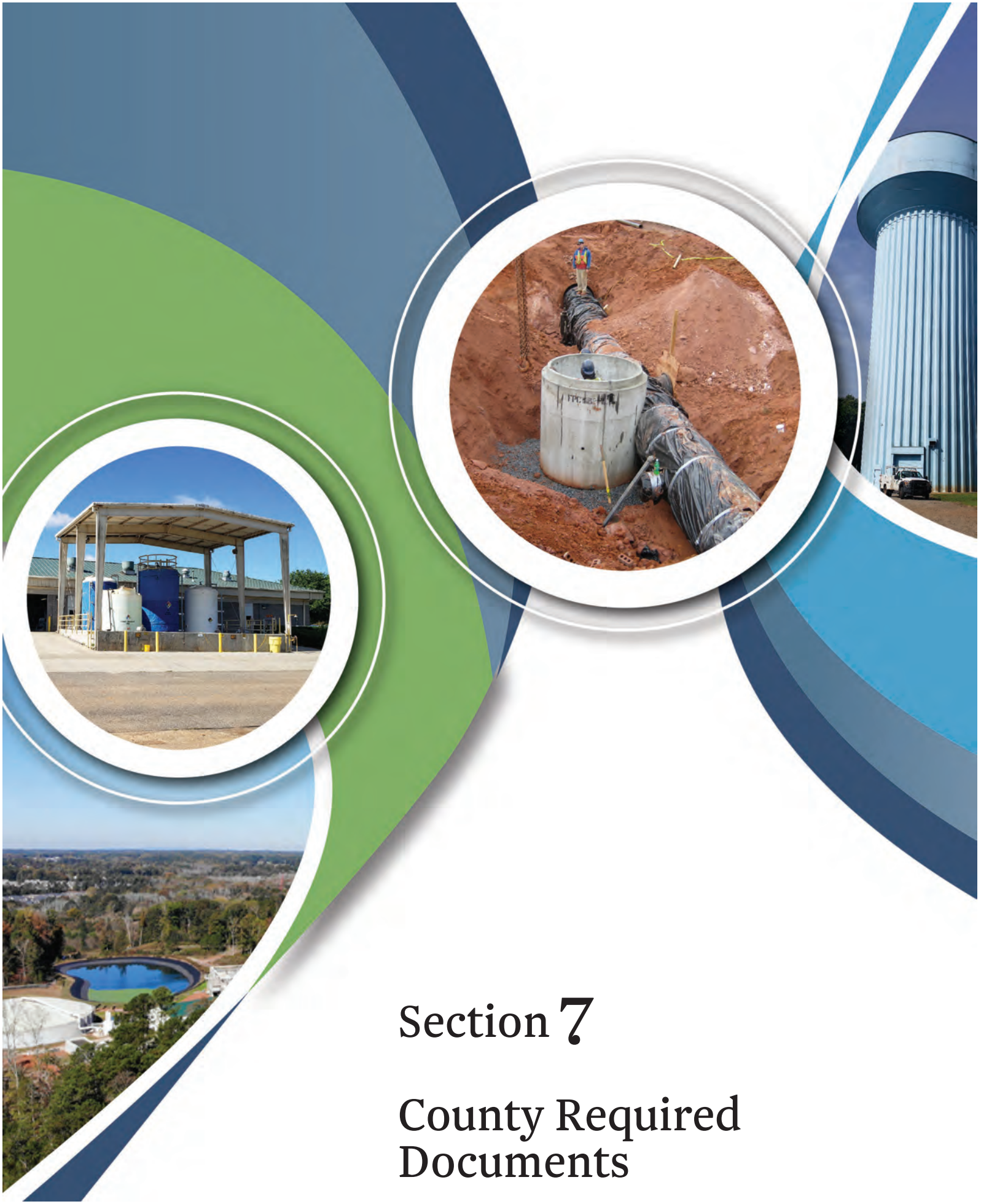
Labor Category	Hourly Rate
Chief Engineer | Scientist | Architect	$255.00
Managing Engineer | Scientist | Architect	$235.00
Supervising Engineer | Scientist | Architect	$220.00
Principal Engineer | Scientist | Architect	$205.00
Senior Engineer | Scientist | Architect	$190.00
Engineer V	$175.00
Engineer IV	$160.00
Engineer III	$145.00
Engineer II	$130.00
Engineer I	$115.00
Technician	$70.00
Scientist V	$160.00
Scientist IV	$145.00
Scientist III	$130.00
Scientist II	$115.00
Scientist I	$100.00
Architect V	$160.00
Architect IV	$145.00
Architect III	$130.00
Architect II	$115.00
Architect I	$100.00
Supervising Designer	$165.00
Principal Designer	$154.00
Senior Designer	$138.00
Designer	$115.00
Drafter	$85.00
Principal Resident Project Representative	$158.00
Senior Resident Project Representative	$136.00
Resident Project Representative	$115.00
Inspector	$99.00
Technical Editor	$150.00
Graphic Designer	$120.00
Document Controls	$95.00
Admin	$85.00

Expense Categories

As noted in the RFP, extraordinary expenses will be considered by the Department on a case-by-case basis when developing the scope of work with the Engineer for a specific task order. Examples include, but are not limited to, permit fees, laboratory testing, pilot or rental equipment, field offices, land surveying, geotechnical evaluations, SUE and other specialty subcontractors. Travel costs for personnel must be approved by the Department and will be considered under special circumstances, such as out-of-town subject matter experts or witnessing factory equipment testing. Direct expenses shall be billed at cost. Subcontractor services (excluding subconsultants) shall be billed at cost plus a 10% administrative fee.

Subconsultants

Land Survey and Geotechnical Services will be performed outside of this contract through the County's annual contract for these services. No other subconsultants are planned at this time.



Section 7

County Required Documents

NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid Documents)

BID DATE:

PROJECT DESCRIPTION:

STATE OF Georgia }

COUNTY OF Fulton }

Bryant K. Rogers, being first duly sworn, deposes and says that (s)he is Vice President (the sole owner, a partner, president, secretary, etc.) of Hazen and Sawyer the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against Forsyth County, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: Bryant K. Rogers Date: 10/17/2022

Signed and sworn to (or affirmed) before me on October 17, 2022

by Bryant K. Rogers,
Printed name(s) of individual(s) making statement

who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

X Personally Known
Or
_____ Produced Identification

Type and # of ID (last 4 digits) _____

ID Expiration Date _____

Notary Public

My Commission Expires: 2/16/23

TRAVIAUN GOLDEN-DEJESUS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA COMMISSION EXPIRES FEBRUARY 16, 2023

(SEAL)

EXHIBIT "C"

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

70249
Federal Work Authorization User Identification Number

11/28/2007
Date of Authorization

Hazen and Sawyer
Name of Contractor

Water & Sewer Engineering Services As Needed
Name of Project

Forsyth County
Name of Public Employer

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

Executed on Oct, 17, 2022 in Atlanta (city), GA (state).

Bryant K. Rogers
Signature of Authorized Officer or Agent

BRYANT K. ROGERS VICE PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17th DAY OF October, 2022.

Travaun Golden-DeJesus
NOTARY PUBLIC

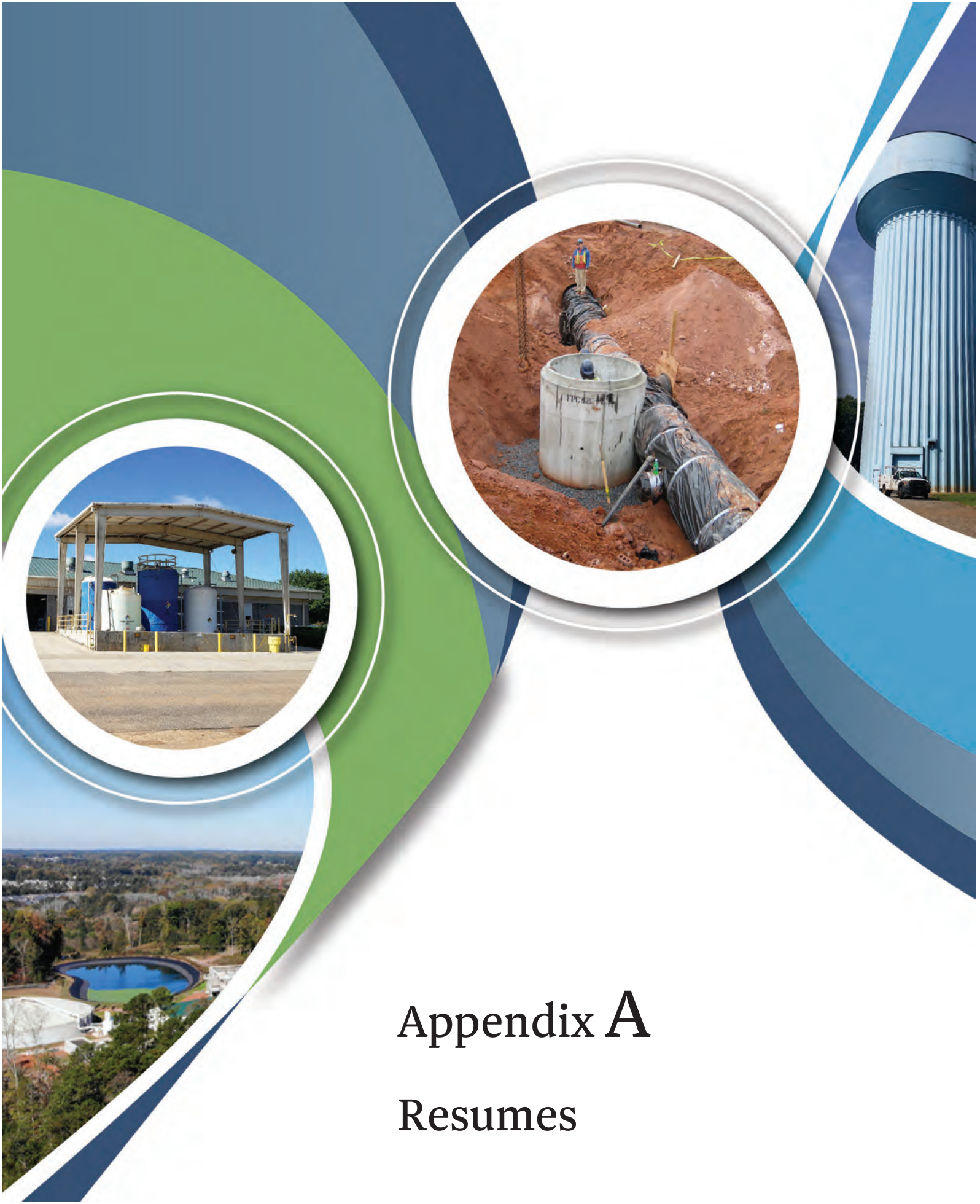
TRAVAUN GOLDEN-DEJESUS NOTARY PUBLIC COMMISSION EXPIRES FEBRUARY 16, 2023 GWINNETT COUNTY, GEORGIA

My Commission Expires:
2/16/23

EXHIBIT "D"

N/A

EXHIBIT "E"



Appendix A

Resumes



Alan Bowling, PE

Project Manager; Planning; Pump Stations; Civil/Site

Mr. Bowling will serve as Hazen's Overall Project Manager and will be the primary point of contact for the County; he is an experienced manager, successfully managing Hazen's on-call contracts with Clayton Water Authority and Athens-Clarke County.

Location

Atlanta, GA

Education

MSCE, Georgia Institute of Technology, 2000

BSCE, Georgia Institute of Technology, 1999

Certification/License

Professional Engineer: GA

GSWCC Level 2 Design Professional

Areas of Expertise

- Wastewater collection and pump stations
- Water system design and distribution modeling
- Stormwater management
- Site design

Experience

- 22 total years
- 4 years with Hazen

Professional Activities

Georgia Association of Water Professionals (GAWP)

Shakerag Basin Preliminary Engineering, FCDWS, GA
QC Reviewer. Within the Shakerag Basin, FCDWS owns and operates the Shakerag WRF, Dick Creek WRF, and a collection system with 6 LSs, over 2 miles of FMs, and 73 miles of gravity sewer. Flow from the Shakerag Basin is currently treated by both the Shakerag WRF and Dick Creek WRF. Dick Creek WRF is scheduled for decommissioning. Future flow to Shakerag WRF includes Dick Creek WRF flows, future development within the sewershed, and potential transfer of flows from outside the sewershed. Hazen developed a sanitary sewer system hydraulic model to identify capacity deficiencies, evaluated future flow and capacity scenarios, planned capital improvement projects, and developed an implementation schedule for the sewershed.

Brooklyn Creek Interceptor Replacement, ACCPUD, GA
Project Manager. Led design team for replacement of ±11,000 LF of 15- to 18-inch sewer line with 24- to 30-inch through residential and commercial properties. Existing alignment includes 10 aerial stream crossings and ±2,000 LF of pipe within the 25-foot stream buffer. Proposed alignment moves the pipe outside of the stream buffer and buries all stream crossings. Brooklyn Creek is being restored upon the removal of existing sewer line from streambank. Project includes 41 easements, public meetings, and engagement activities.

W.B. Casey WRRF Influent Pump Stations, CCWA, GA
PDR Lead/Design QC. Performed field condition assessment and a capacity evaluation and developed a Preliminary Design Report for upgrades and improvements to a 470 hp 40-mgd quad submersible sewer lift station and a 250 hp 10.5-mgd triplex submersible sewer lift station, including the addition of a new pump, improvements to the existing electrical system, and improvements to corrosion control at each lift station. Project continued through detailed design and is under construction.

Blairs Bridge Lift Station and Force Main, DDCWSA, GA
PM/Project Engineer. Developed design documents for the construction of a 3.6-mgd addition to an existing pump station to give WSA the option of splitting flows to two different WRFs. The project included a new pump header system with actuated valves to split flows between each force main, reliability improvements to the existing pump station, vault and meter improvements, 11,600 LF of 16-inch HDPE force main, and tie-in to existing gravity sewer system. Project required permitting through GA EPD, GA DOT, and three municipalities.

Demand Services Contract, CCWA, GA
Project Director/Client Services Manager. Primary point of contact for managing contracts for multiple work assignments for Demand Services for CCWA's facilities, including water and wastewater treatment plants, collection and distribution system, stormwater, and other utility-wide assets. Mr. Bowling is responsible for developing the scope and budgets, and for coordinating the overall execution of multiple projects with CCWA's senior management team and Hazen's project execution team.

Demand Services Contract, ACC PUD, GA
Project Director/Client Services Manager. Primary point of contact for managing contracts for multiple work assignments for Demand Services for PUD's facilities, including wastewater treatment plants, collection and distribution system, and other utility-wide assets. Mr. Bowling is responsible for developing the scope and budgets, and for coordinating the overall execution of multiple projects with PUD's senior management team and Hazen's project execution team.

Shoal Creek WRF UV Replacement, Clayton County, GA
QC Reviewer. Developed an RFP, evaluated vendor proposals, and assisted in procurement process for replacement ultraviolet (UV) disinfection system for the Shoal Creek WRF. Responsible for the design of a 3.3-mgd MMADF UV disinfection facility. Oversaw development of detailed design drawings and specifications. Coordinated detailed design with selected UV supplier. Responsible for bid phase services. Will provide construction management services during installation and startup.

Lexington Road Interchange Utility Relocation, Athens-Clarke County, GA
QC Reviewer. Developed utility relocation design of drawings, technical specifications, and cost estimate for 1,920 LF 6-inch to 16-inch waterline and 1,075 LF of 8-inch to 10-inch gravity sewer. Project required coordinating design elements with GDOT Engineering and Athens Public Works to incorporate design into GDOT's Hwy 441 and Hwy 78 interchange bid package.



David Haas, PE

QA/QC Manager; Water Process

Mr. Haas has performed and led complex master planning projects, as well as numerous projects related to water supply and treatment. He is detail-oriented and focuses on delivering exceptional quality projects. With 37 years of diverse engineering experience, he routinely performs overall quality assurance checks of project deliverables for Hazen's Atlanta office.

Location

Atlanta, GA

Education

ME EnvE, University of Louisville, 1985

BS EnvE, University of Louisville, 1984

Certification/License

Professional Engineer: GA, KY, NY, SC

Areas of Expertise

- Water treatment optimization and design
- Master planning
- Disinfection byproducts
- Low pressure membranes
- Evaluation of chlorine alternatives
- On-site sodium hypochlorite generation
- Riverbank filtration

Experience

- 37 total years
- 8 years with Hazen

Water Treatment Comprehensive Master Plan, Gainesville DWR, GA

Project Manager. Led project team to develop a long-range master plan (through year 2050) for two water treatment plants, as well as a comprehensive plan that considers major transmission mains within the system. For each treatment plant, the project scope included performing background and source water assessments, facility evaluations, and alternative evaluations to characterize current and anticipated future raw water conditions and evaluate facility unit processes to determine their capacity and their ability to achieve finished water goals for both quantity and quality. The comprehensive plan included developing a phased approach with trigger points for implementing recommended improvements. The scope further evaluated ways to optimize water quality in the distribution system. The analysis included review of distribution system water quality parameters, special sampling, and use of the hydraulic model to identify operational changes to help minimize water age.

Water Quality Optimization Study, Athens-Clarke County Public Utilities Department, GA

Subject Matter Expert / QC. Led team to perform a holistic review of water quality from source to tap to evaluate ways to reduce the formation of disinfection byproducts (DBP) and minimize corrosion in their distribution system. In addition, reviewed PUD's current corrosion control treatment strategy in preparation for meeting the requirements of USEPA's LCRR.

Professional Activities

American Water Works Association

Water Treatment Facility Design and Construction Committee

Georgia Association of Water Professionals

GAWWA Water Treatment Committee (Chair 2013-15)

Water Environment Federation

Riverside Drive WTP Solids Dewatering Facility Upgrades, Gainesville DWR, GA

Project Manager. Led Hazen's design team to replace two plate and frame presses used to dewater sludge from the Riverside Drive and Lakeside WTPs (Lakeside sludge is trucked to Riverside). The project included a high-level evaluation of dewatering technologies, pilot testing of technologies, detailed design of the selected option (volute press), bid phase and construction phase services.

Riverside Drive WTP Chemical System Improvements, Gainesville DWR, GA

Project Manager. Led Hazen's team to design a new chemical facility for a new chemical facility for the 25-mgd Riverside Drive WTP. A new building houses storage and feed systems consisting of sodium hypochlorite (replaced chlorine gas system), liquid lime (replaced hydrated lime), chlorine dioxide (Purate two-liquid-chemical system replaced an older system that used chlorine gas and sodium chlorite), and coagulant (liquid alum).

Lakeside WTP High Rate Study, Gainesville DWR, GA

Project Director. Provided overall project direction for full-scale testing on existing flocculation and sedimentation basins to determine if additional treatment capacity could be obtained by high-rating them, deferring the need for newly constructed basins.

Powdered Activated Carbon (PAC) System for Riverside Drive and Lakeside WTPs, Gainesville DWR, GA

Technical Advisor. Provided overall direction for these two projects that were undertaken to combat periodic taste and odor episodes. The Riverside Drive WTP scope included evaluation of five different types of PAC systems, including dry silo, SuperSacks, in-ground slurry tank, slurry system provided by Burnett Lime, and portable hopper and feed system. Hazen designed new PAC silo systems for both WTPs.

Lead and Copper Rule Revisions Compliance Support, Gainesville DWR, GA

Project Manager. Led Hazen's team to assist GDWR develop develop a plan for complying with the recently published LCRR. Tasks included development of LCRR compliance program framework and schedule; assistance in records review and gap analysis; development of initial LSL inventory framework and online interface; and development of sampling plan for schools and childcare facilities.



Tammy Hill, PE

Project Manager; Planning

Ms. Hill has 16 years of experience in project management, master planning, facility evaluation, and conceptual and detailed design for municipal water and wastewater treatment projects.

Location

Atlanta, GA

Education

MEngCE, Clemson University, Environmental Systems Engineering, 1994

BS, Worcester Polytechnic Institute, Civil Engineering, 1992

Certification/License

Professional Engineer: FL, GA

Areas of Expertise

- Water and Wastewater Process Design
- Master Planning
- Project and Program Management

Experience

- 16 total years
- 2 years with Hazen

Professional Activities

Georgia Association of Water Professionals

Service Delivery Plan 2020 Update, Athens-Clarke County Public Utilities Dept, GA
Project Engineer. Developed Athens-Clarke County's Service Delivery Plan (SDP) evaluating water and wastewater services and associated infrastructure needs over a 20-year planning period and identifies capital projects to address these needs. Water, wastewater, conveyance, and reuse projects were identified and evaluated through a series of client workshops, site visits, and analysis of studies and conceptual designs completed over the past five years. The resulting projects are prioritized, and a financial element provides the schedule and financial plan for implementing the identified improvements.

Shakerag Basin Preliminary Engineering, FCDWS, GA
Project Manager. Within the Shakerag Basin, FCDWS owns and operates the Shakerag WRF, Dick Creek WRF, and a collection system with 6 LSs, over 2 miles of FMs, and 73 miles of gravity sewer. Flow from the Shakerag Basin is currently treated by both the Shakerag WRF and Dick Creek WRF. Dick Creek WRF is scheduled for decommissioning. Future flow to Shakerag WRF includes Dick Creek WRF flows, future development within the sewershed, and potential transfer of flows from outside the sewershed. Ms. Hill led team to develop a sanitary sewer system hydraulic model to identify capacity deficiencies, evaluated future flow and capacity scenarios, planned capital improvement projects, and developed an implementation schedule for the sewershed.

Water Demand and Wastewater Flow Forecast 2018 Update, Athens-Clarke County Public Utilities Dept, GA
Project Engineer. Developed water demand and wastewater flow forecast for the period 2018 through 2060 as initial step in Service Delivery Planning effort. Project included evaluating the 2015 forecast methodology and determining factors to be updated, and evaluating population, industrial growth, and reuse.

Pressure Sewer System: Assessment and Asset Management Plan, Clayton County Water Authority, GA

Project Engineer. CCWA owns and operates approximately 37 lift stations (LS) and associated force mains (FM) within its sewer collection system, as well as 4 LSs within its water reclamation facilities (WRFs). Project goals were to assist CCWA in improving knowledge and understanding of its pressure sewer system assets (LS and air relief valves [ARV]); to identify and prioritize inspection activities; to identify renewal and replacement (R/R) needs; to improve system reliability and predictability; and to ensure system capacity. Project included the development of an asset registry. Performed risk-based prioritization of FMs and LSs to prioritize which assets should be further investigated for R/R. Condition assessments were also performed on LSs and ARVs. Pressure Sewer System Asset Management plan and Emergency Response Plan for LS, FM and ARV assets will be developed to guide further asset management activities.

Shoal Creek WRF UV Replacement, Clayton County Water Authority, GA

Project Engineer. Developed a Request for Proposal, evaluated vendor proposals, and assisted in procurement process for replacement ultraviolet (UV) disinfection system for the Shoal Creek WRF. Responsible for the design of a 3.3-mgd MMADF UV disinfection facility. Oversaw development of detailed design drawings and specifications. Coordinated detailed design with selected UV supplier. Responsible for bid phase services. Provided oversight of construction management services during installation and startup.

Category A-Water and Water Reclamation Facilities and Pump Station Services Demand Services, GCDWR, GA

Project Manager and Category Manager. Providing overall management of the Category A portfolio. Project manager for multiple projects including several on-call projects and a primary clarifier upgrade project for the Yellow River WRF and the F. Wayne Hill WRC. Project Manager serving as the Owner's Agent for the FWHWRC Biosolids Dryer project.



Brian Jones, PE

Project Manager; Pump Stations; Distribution and Conveyance; Civil/Site

Mr. Jones has over 15 years of experience focusing on water and wastewater conveyance, pump stations, and site civil. His project duties have included project management, design, procurement and construction administration for drinking water and sewer infrastructure projects ranging in size from $50k - $30M. Prior to working at Hazen, Mr. Jones managed design services for a water main replacement program and supported distribution system operations for a large Georgia municipality.

Location

Atlanta, GA

Education

BS, Civil Engineering, Georgia Institute of Technology, 2006

Certification/License

Professional Engineer: GA

Areas of Expertise

- Project Management
- Water and Wastewater Conveyance Design
- Asset Management
- Linear Operations

Experience

- 16 total years
- 3 years with Hazen

Professional Activities

Georgia Association of Water Professionals

Welwyn Lift Station, FCDWS, GA

Project Manager. Led development of a preliminary design report (PDR) evaluating an existing wastewater lift station's pumping capacity and the use of an existing and previously decommissioned ductile iron force main to transfer flow to a different County-owned water reclamation facility. The PDR also considered odor control solutions, wet well lining systems, and electrical and control systems improvements.

Shakerag Basin Preliminary Engineering, FCDWS, GA

Civil Technical Lead. The project consisted of developing a sanitary sewer system hydraulic model to identify capacity deficiencies, evaluating future flow and capacity scenarios, planning capital improvement projects, and developing an CIP implementation schedule for the Shakerag sewershed. Duties included developing preliminary design reports for an 18-inch sanitary sewer main extension and 12-inch reuse water main extension to the Dick Creek WRF.

Pump Station Design Guide, ACCPUD, GA

Project Manager/Technical Lead. The project consisted of developing a wastewater pump station design guide for developers for pumps stations up to 1 mgd firm capacity. Duties included leading workshops with client and discipline technical leads to identify client requirements and preferences, incorporating industry standard pump station design criteria, identifying companion detail drawings, and listing material specifications in the design guide.

Gwinnett Place Mall Sewer Upgrades Phase 1, GCDWR, GA
Project /Construction Manager. The project consisted installation of over 5,000 linear feet of gravity sewer main ranging in size from 18-inch to 30-inch diameter. Led construction management duties on behalf of the Owner. Responsibilities included submittal and RFI reviews, pay application reviews, managing project documentation in Procore, and providing construction observation on an as-needed basis.

RL Jackson Pump Station, CCWA, GA
Project Manager. Led preliminary design report (PDR) effort evaluating an existing wastewater lift station. The analysis included a detailed visual condition assessment, flow data review, and building a model to predict future pumping capacity. The PDR also considered odor control solutions, wet well lining systems, and electrical and control systems improvements. The PDR provided a list of recommendations the Owner could use for a detailed design scope of work.

Walnut Creek Lift Station, CCWA, GA
Project Manager. Developed construction documents for a 1.4-mgd, duplex wastewater lift station with valve vault, yard piping, precast concrete electrical building and backup generator in southern Clayton County. The project included a mechanical bar screen in a 15-ft-deep cast-in-place concrete structure with bypass channel designed to remove rags and other solids prior to pumping. Worked closely with client to develop a viable maintenance of operations plan utilizing bypass pumping that would allow the existing lift station to remain in service until the new lift station could be brought online.

Flat Creek WRF Rotary Press, Gainesville Department of Water Resources, GA
Civil Engineer. The project consisted of demolition of an existing dewatering building and replacing with a new 24,000 sq ft dewatering building housing rotary press solids dewatering equipment. The civil improvements to the plant included grading and drainage improvements to support the new building, stormwater management facilities, yard piping, resurfacing the existing driveways and erosion control. Duties included site layout design, yard piping design, pavement design, submitting the site plans to Gainesville for approval, cost estimating, and the preparation of drawings and technical specifications.



Kristen Smeby, PE

Project Manager; Process Mechanical; Odor/ Corrosion Control

Ms. Smeby is an experienced project manager with extensive experience in the design of municipal wastewater facilities; she is one of the firm's top odor control experts.

Location

Atlanta, GA

Education

MSEnvE, Georgia Institute of Technology, 2002

BSEnvE, Tulane University, 2000

Certification/License

Professional Engineer: GA, FL

Areas of Expertise

- Odor control evaluation and characterization
- Odor control system design
- Design of wastewater treatment facilities
- Biological nutrient removal design
- Process mechanical design
- Dispersion modeling
- Hydraulic analysis and design

Experience

- 20 total years
- 20 years with Hazen

Professional Activities

American Water Works Association

Water Environment Federation

Georgia Association of Water Professionals

Cartersville WPCP Nutrient Removal Upgrade, Cartersville, GA
Project Manager and Lead Design Engineer. The project was undertaken to meet a new TP limit of 1 mg/L and provide other needed improvements for the facility. The design included the following upgrades: upgraded oxidation ditches with fine bubble diffused air for nutrient removal, a new blower building, new secondary clarifier, rehabilitation of existing secondary clarifiers, new influent screw pumps, RAS system upgrades, new tertiary disk filters, yard piping, sludge handling improvements and a sludge storage facility.

South Cobb WRF Headworks Upgrade, Cobb County Water System, GA
Hazen Project Manager. Led the design of upgrades to the South Cobb WRF as a major sub to another consulting firm. The project includes detailed structural, mechanical, electrical, and I&C field investigation of the existing screenings, grit and dissolved air flotation thickeners (DAFT). The field investigation was followed by an evaluation of upgrade options for each of these facilities. It was decided to replace the existing climber screens with multi-rake screens, upgrade the aerated grit chambers for new vortex grit chambers, provide a new package septage receiving station, perform structural rehabilitation of the existing Headworks facilities, and perform odor control rehabilitation. Each system upgrade will include detailed evaluations to determine the best and most effective method for replacement/upgrade of the existing systems.

South Cobb WRF Clarifiers and Thickening Evaluation, Cobb County Water System, GA
Project Manager. Led evaluation of three unit process areas at the South Cobb WRF: primary clarifiers, secondary clarifiers, and thickened sludge storage tanks. Each evaluation includes data collection and analysis, condition assessment, capacity/hydraulic evaluation, unit process evaluations, and design development.

Shoal Creek Decommissioning, Clayton County Water Authority, GA
Project Manager. Led this study to investigate what was required to decommission the Shoal Creek WRF and divert flow to the W.B. Casey WRRF. Components evaluated included demolition, land use, pumping, force main, and electrical and preliminary design for each of these components.

Fitzgerald Creek WPCP Expansion, Cherokee County WSA, GA
Project Manager. Led design of Fitzgerald Creek WPCP Expansion to 11.75 mgd. This project includes the following upgrades: 4 new sequencing batch reactor (SBR) tanks for a total capacity of 12 mgd, new positive-displacement aeration blowers with VFDs, new post-equalization basins, expansions to the plate setters, tertiary continuous backwash filters, UV disinfection systems, conversion of existing package plant tanks into new aerobic digesters, new positive displacement digester blowers with VFDs, a new Dewatering Building with belt filter presses, and modifications to the existing Dewatering Building.

Comprehensive Collection System Odor Control Study, Gainesville DWR, GA
Project Manager. Leading study to identify measures needed to meet near-term and long-term odor and corrosion control goals. Prepared sampling plan to identify locations with potential issues. Both liquid phase and vapor phase sampling will be performed at various locations throughout the collection system. Mitigation options and available treatment technologies will be evaluated to identify recommendations and set priorities. The scope also includes developing educational materials for the public.

F. Wayne Hill WRC Odor study, Gwinnett County DWR, GA
Project Engineer. Hazen recently completed Phase 1 of an odor study for the 60-mgd F. Wayne Hill WRC in Gwinnett County, GA. This plant site includes six odor control systems, the largest of which is a 256,000 cfm chemical scrubber system. Ms. Smeby led tasks for this odor study that included process/odor evaluation, odor source survey, in-depth odor sampling, sample analysis, and creation of an immediate odor action plan. This study included the solids handling building and egg-shaped anaerobic digesters.



Ann Houseman, PE

Project Management; Water Resources; H&H Modeling

Ms. Houseman has performed a variety of water resources, stormwater management, spatial assets, and utility management services. She is experienced in successfully delivering projects on time and on budget.

Location

Atlanta, GA

Education

BS, Biosystems Engineering, Auburn University, 2016

Certification/License

Professional Engineer: GA, NC, SC

Areas of Expertise

- Water Resources Engineering
- Hydrologic and Hydraulic Analysis and Modeling
- Stormwater Management
- Asset Management
- Mobile Data Collection and Analysis
- GIS (ArcMap, ArcGIS Pro, ArcGIS Online, ArcGIS Collector, Survey123)
- Fluvial Geomorphology Assessment and Application

Experience

- 6 total years
- 6 years with Hazen

Professional Activities

Georgia Association of Water Professionals

- Stormwater Committee
- Young Professionals Committee

Association of State Dam Safety Officials

Engineers Without Borders

BI Software Implementation, Clayton County Water Authority, GA

Project Manager. Leading efforts to assist CCWA in the procurement, configuration, and pilot testing of Microsoft Power BI as an enterprise-wide business intelligence (BI) software. Work includes coordinating with CCWA's Microsoft reseller during procurement, assisting CCWA in the configuration of an appropriate Power BI environment for pilot testing, preparing a Power BI workflow demonstration workshop for the CCWA pilot testing team, and providing technical support throughout pilot testing. The pilot project consists of developing a lift station condition and performance dashboard with various data sources including SCADA, GIS, InfoAsset Planner, and USGS precipitation data. The Power BI environment was configured with a focus on scalability and sustainability so that the basic concepts applied during the pilot can be rolled out across the organization as implementation of Power BI scales up.

F. Wayne Hill WRC Nutrient Recovery Project, Gwinnett County DWR, GA

Project Engineer. Developed the As-Built Hydrology Report for two dry water quality basins that were retrofitted as part of the Nutrient Recovery Project at the F. Wayne Hill WRC. Performed a review of available documentation and regulations related to the water quality basins. Developed hydrologic and hydraulic models to reflect the as-built condition of the water quality basins using HydroCAD. Performed an assessment of the pre-development, proposed, and as-built condition hydrologic and hydraulic data to determine if the as-built condition of the water quality basins met the objectives and regulatory criteria of the design that was permitted by Gwinnett County.

Central Conveyance System Business Case Evaluation, Gwinnett County DWR, GA
Project Engineer. Supporting the evaluation of conceptual design alternatives for improvements to the Gwinnett County DWR Central Conveyance System. Work has included developing triple-bottom-line (TBL) evaluation criteria and metrics that align with DWR's strategic goals, analyzing life-cycle costs for each conceptual design alternative, and determining benefit-cost ratios for each conceptual design alternative based on the TBL score and life-cycle costs.

Yellow River WRF Criticality Analysis and Operational Performance Reporting, Gwinnett County DWR, GA
Project Manager. Managed client and subcontractor relations for and assisted in the delivery of a comprehensive criticality analysis and operational performance reporting project for the Yellow River WRF. The primary goal of the project was to implement a framework to support the development of a systematic renewal and replacement program for the facility. This included performing a criticality assessment of all qualifying assets, building out a criticality-based decision support system, developing the framework for an asset condition and performance evaluation program, and integrating treatment process metrics into a BI platform to assist in optimizing operational performance of the facility.

Pressure Sewer System Assessment and Asset Management Plan, Clayton County Water Authority, GA
Project Engineer. Supporting the development of a Power BI-based digital asset management plan for CCWA's pressure sewer system. Work has included reviewing and updating the pressure sewer system asset registries, establishing a risk-based prioritization framework, updating the condition scoring protocol, performing condition assessments of lift stations, and developing a sustainable asset management plan and renewal and replacement schedule for CCWA.

Cartersville WPCP Upgrade, City of Cartersville, GA
Project Engineer. Designed stormwater BMPs to meet Georgia Stormwater Management Manual criteria for the project including water quality, channel protection, overbank flood protection, and extreme flood protection. This involved hydrologic and hydraulic analysis, Hydraflow Hydrographs model development, downstream analysis, and development of a Stormwater Management Plan for the site.



Helen (Haiyi) Lu, PE

Water and Sewer System Modeling

Ms. Lu is an expert in hydraulic modeling for water distribution and wastewater collection systems and is proficient in InfoWorks (ICM/WS Pro/CS/WS), InfoSWMM/Sewer/Water, SwerGEMS/CAD, WaterGEMS/CAD, MikeUrban, and PCSWMM.

Location

Atlanta, GA

Education

MS, Environmental Engineering, New Jersey Institute of Technology, 2001

MS, Computer Science, New Jersey Institute of Technology, 2001

BS, Environmental Engineering, Taiyuan University of Technology, China, 1996

BA, Social Science and Foreign Languages, Taiyuan University of Technology, China, 1996

Certification/License

Professional Engineer: NC

Areas of Expertise

- Hydraulic modeling for both wastewater collection systems and water distribution systems
- Master planning
- RDII analysis

Experience

- 21 total years
- 6 years with Hazen

Professional Activities

AWWA

WEF

Shakerag Basin Sewer Model, FCDWS, GA
Lead Modeler. Developed InfoSWMM hydraulic model for the Shakerag WRF basin, including collection system with 6 LSs, over 2 miles of FMs, and 73 miles of gravity sewer. Evaluated system improvement needs through 2050.

Comprehensive WTP Master Plan, Gainesville DWR, GA
Lead Modeler. Performed hydraulic analysis to optimize water quality in the distribution system served by two WTPs to minimize formation of DBPs and optimize corrosion control strategies. Evaluating hydraulic improvements needed through the planning year of 2050.

System Wet Weather Program Management, Athens-Clarke County Public Utilities Dept, GA
Lead Modeler / Senior Technical Support. Performed QC on County-wide rain gauge and flow monitoring data collection. Developed InfoSWMM hydraulic model for each of PUD's three sewer basins and supported the program team for the Strategic Master Plan update. Provided on-going sewer model support.

System-wide Sewer Model Development and Capacity Study, Clayton County Water Authority, GA
Senior Technical Support. Supported County-wide sewer model development and capacity studies since 2017 including supporting the team for application of an in-house optimization tool "Simlink" to help optimize improvement alternatives.

CMOM Sewer Evaluation Capacity Assurance Plan, Clayton County Water Authority, GA
Modeling Lead. Provided leadership on the model development/calibration and capacity analysis for the County's largest basin collection system. The evaluation also included detailed flow data analysis for rainfall dependent inflow and infiltration (RDI/I) for

more than 80 temporary flow meters by using EPA's Sanitary Sewer Overflow Analysis and the Planning (SSOAP) tool.

Lanier Mountain Booster PS & Walton Court and Nob Hill Sub-Zone Improvement, Gwinnett County, GA
Senior Technical Support and Reviewer. Support hydraulic analysis with the WaterGEMS model to evaluate different improvement options in the proposed sub-zones.

SewerGEMS model conversion to InfoWorks ICM for 3 basins, Gwinnett County Department of Water Resources, GA
Model Lead and Hazen's Project Manager. The project includes model conversion from SewerGEMS to InfoWorks ICM for 3 sewer basins. All individual SewerGEMS basin models will be consolidated into one model in InfoWorks ICM. The task also includes review of existing SewerGEMS model and addressing issues with the existing models to ensure proper model conversion.

Collection System Asset Management Program, Jefferson County, AL
Senior Technical Support. This program includes the entire collection system consisting of approximately 3,200 miles of sanitary sewer, 80,200 manholes, and 174 pump stations and serving 144,000 customers. Ms. Lu is providing technical support and quality control for InfoWorks ICM hydraulic modeling, capacity assurance programs, flow monitoring. She is also leading the CIP projects optimization task with the Optimizer™ of Optimatics.

Collection System Modeling and Master Planning, Dorchester County, SC
Modeling Lead. A comprehensive sewer model to help the County accommodate significant industrial and population growth. The service area covers flat terrain and includes 345 miles of gravity sewer, 169 miles of force main, and 132 pump stations, and serves a population of 162,809. The project includes: population and flow projections; confirmation of pump station data; model development and calibration; master planning to define future improvements linked to growth triggers; CIP development.



Gayathri Ram Mohan, PhD, PE

Wastewater Process

Dr. Ram Mohan specializes in applied research, commissioning and operating pilot scale wastewater treatment technologies and leading full-scale field process optimization efforts.

Location

Atlanta, GA

Education

PhD, Bio-Environmental Engineering, University of Florida, 2012

BS, Biotechnology, SRM University, Chennai, India, 2008

Certification/License

Professional Engineer: MI

GA Class III Wastewater

Areas of Expertise

- Wastewater Process Engineering
- Biosolids & Biogas Management
- Biological Nutrient Removal
- Resource Recovery
- Ozone-BAC
- Reuse (IPR/DPR)
- Applied Research

Experience

- 10 total years
- <1 year with Hazen

Flat Creek WRF High BOD Study, City of Gainesville DWR, GA
Hazen Technical Lead. Leading field investigation both in the sewer collection system and within the wastewater treatment plant across the process train to identify sources contributing to high influent BOD observed at the WRF. This project includes analysis of historical plant data, review of permitted capacity and industrial discharge water quality, developing a sampling plan, and coordination with third-party laboratory to complete sample analyses.

Flat Creek WRF Evaluation of Supplemental Aeration Needs, City of Gainesville DWR, GA
Hazen Technical Lead. Reviewing and updating BioWin model to determine aeration needs over the next ten years based on influent characteristics that have changed over time. Performing spreadsheet calculations and reviewing vendor quotes to determine the number, size, and location of supplemental aerators along the oxidation ditches.

East Coast Regional Master Plan and Conceptual Design of Advanced Tertiary Process, FL
Hazen Process Engineer. Reviewed reuse framework proposed by the State of Florida and recommendations proposed by the Potable Reuse Commission (PRC). Authored a technical memorandum on conceptual design of a 10 mgd advanced reuse facility capable of either indirect or direct potable reuse including ozone, BAC, GAC, MF, RO and UVAOP.

W.B. Casey WRRF Development of Whole Plant BioWin Model, Clayton County Water Authority, GA
Hazen Process Engineer. Developed a whole plant BioWin model for W. B. Casey WRRF for future flows (32 mgd MM) that included a proposed primary sludge-only digestion, thickened WAS storage, and dewatering operations prior to the cake being further processed at their pelletizing facility.

Professional Activities

GAWP

- Secretary, Wastewater Treatment Committee (2021-2022)
- Vice Chair, Wastewater Treatment Committee (2022-2023)

WEF

- WateReuse Association
- Technical Program Committee (WateReuse Symposium 2023)

Advanced Tertiary Pilot Operation, Franklin, TN
Hazen Technical Lead. Leading commissioning, operation, data analysis and coordination activities on an advanced reuse pilot located in Franklin, TN to investigate impacts of treatment processes (MBR, Ozone, BAC, GAC, UVAOP) on nutrients, emerging contaminants, and pathogen removal.

Crooked Creek WRF Densified Granular Sludge Evaluation, Gwinnett County, GA
Technical Project Manager. Supervised field efforts to evaluate the performance of densified granular sludge treatment for biological nutrient removal at a newly upgraded 16 MGD water reclamation facility.

F. Wayne Hill WRC Bio-P Optimization and Nutrient Recovery Impacts from Change in Influent Characteristics, Gwinnett County DWR, GA
Technical Lead. Recent changes in chemical usage in the collection system led to changes in influent characteristics at the facility. This negatively impacted biological phosphorous removal and nutrient recovery operations at the facility leading to increased metal salt reliance. Led the process team through a field sampling effort to investigate plant performance and provide recommendations to rectify upsets at the facility and return to steady state operating conditions.

F. Wayne Hill WRC Two-Phase Anaerobic Digestion Feasibility Evaluation, Gwinnett County DWR, GA
Technical Lead. Led collaborative research project at the 60-mgd Advanced WRRF with Clemson University. This study was a first of its kind conducted on co-digesting reactors. First, BMP tests were conducted to determine the effect of FOG loading on co-digestion, and second, single vs. two-phase co-digestion was investigated in semi-continuous reactors to evaluate the potential increase in solids handling capacity. The results allowed the full-scale plant to re-rate the design basis for biosolids handling without building additional digesters, resulting in significant capital cost savings.

F. Wayne Hill WRC Supplemental Alkalinity Chemical Feed System, Gwinnett County, GA
Project Engineer. Led a full-scale pilot trial at the 60-mgd Advanced WRRF that determined an innovative solution to address frequent clogs in the Magnesium hydroxide feed system. This important project saved the County over $500K and reduced the payback period in building a permanent chemical feed system to less than 5 years.



Petersen Benjamin, PE

Residuals / Biosolids

Mr. Benjamin is experienced in design and construction management of municipal water and wastewater facilities, specializing in residuals and biosolids handling.

Location

Atlanta, GA

Education

MS, University of Florida, Environmental Engineering, 2012

BS, Florida Atlantic University, Civil Engineering, 2005

AAS, Hillborough Community College, Civil Engineering, 1999

Certification/License

Professional Engineer: FL, GA

Areas of Expertise

- Wastewater Treatment plant design
- Solids handling
- Construction observation/ management

Experience

- 17 total years
- 17 years with Hazen

Professional Activities

American Society of Civil Engineers

Riverside Drive WTP Solids Dewatering Facility Upgrades, City of Gainesville, GA

Lead Process Engineer and Project Manager for Construction. The project replaced plate and frame presses used for dewatering their alum sludge with a new continuous dewatering process. Responsibilities included equipment sizing and mechanical design, overall project coordination between all disciplines and client during design.

Flat Creek WRF Dewatering System Upgrades, City of Gainesville, GA

Project Manager. Project includes design of new rotary presses inside a new building to replace plate and frame presses for dewatering biosolids. Nine 8-channel rotary presses are planned, along with ancillary equipment, including local control panels, hopper conveyance system, load-out location, bulk polymer storage, polymer mixing, etc. The new building will be equipped with an odor control system.

Flat Creek WRF Sludge Storage Addition, City of Gainesville, GA

Lead Process Design Engineer and Project Manager for Construction. The project included conversion of two out-of-service anaerobic digesters into waste activated sludge storage. Responsibilities included process and economic analysis, equipment sizing, and mechanical layout.

Regional Biosolids Study, City of Gainesville, GA

Project Manager. Due to recent significant increases in biosolids management and disposal costs observed across Georgia, GDWR desired to identify end-use options for biosolids from its WRFs by further reducing moisture content in biosolids by sludge drying. Mr. Petersen led a team to evaluate potential regional solutions, including options for importation of biosolids from other facilities and exportation of biosolids from GDWR to another facility for drying.

East Central Regional WRF Biosolids Improvements, City of West Palm Beach, FL
Project Engineer. Expansion and upgrade of the facilities included 6 new digesters, a new centrifuge dewatering building, a new FOG receiving station and upgrades to the activated sludge process. Mr. Benjamin worked on design of the new digester facility. Considerations were made in the design to accommodate heat recovery options and to re-use digester gas for boiler fuel. Equipment included floating digester covers, rotary lobe sludge pumps, sludge to water heat exchangers, sludge to sludge heat exchangers, digester mixing systems, fire tube boilers, and gas compressor/dryers.

Valley Creek WWTP Energy and Process Optimization Improvements, Jefferson County, AL
Project Engineer. Project to improve and optimize primary, secondary and solids treatment. Responsibilities included equipment design and mechanical layout for the upgrades to the sludge thickening, anaerobic digestion and digester heating, belt filter press polymer improvements, and filtrate equalization and pumping.

Village Creek WWTP Improvements Phase 2, Jefferson County, AL
Project Engineer. Rehabilitation of existing screening, pumping and solids handling facilities and new facilities for FOG receiving and digester heating. Responsibilities included equipment design and mechanical layout for rehabilitation of anaerobic digesters and digester gas treatment and for the new FOG receiving and digester heating facilities.

Flat Creek WRF Master Plan, City of Gainesville, GA
Process Engineer. Flat Creek WRF is a 12-MGD activated sludge plant in Gainesville, Georgia. The plant sees large fluctuations in flow between weekdays and weekends due to high percentage of meat processing facilities in the area. The project included a facility evaluation of the existing plant and a master plan to evaluate options to handle flows to 2050. The facility evaluation included an analysis of current plant loading, existing equipment conditions and hydraulic capabilities to determine the plant processing capacity today. The Master Plan evaluated plant treatment capacity based on projected population growth to year 2050 and provided options for plant expansion to meet the increased flows and loads. Responsibilities included plant hydraulic analysis, existing equipment evaluation and evaluation of expansion alternatives.



Samuel Mark, PE

Distribution and Conveyance; Civil/Site

Mr. Mark is an expert in the assessment, design, and construction of water distribution and wastewater conveyance projects. He has designed over 60 miles of water and sewer mains during his career.

Location

Atlanta, GA

Education

BS, Mechanical Engineering, Rose-Hulman Institute of Technology, 1991

Certification/License

Professional Engineer: GA, FL

Areas of Expertise

- Water distribution mains up to 48-inch diameter
- Sanitary sewer collection systems: gravity sewers, force mains, and lift stations
- Construction Administration Engineering & Inspection of pipeline projects

Experience

- 31 total years
- 4 years with Hazen

Professional Activities

AWWA

GAWP

Lexington Road Interchange Utility Relocation, Athens-Clarke County Public Utilities Dept, GA

Project Manager. Georgia Department of Transportation (GDOT) revised the Lexington Road interchange in Athens, GA. The road project had significant impacts to the local utilities due to the resulting revisions and modifications at the interchange of the storm drainage system and new retention wall. Based on the road project, the water and sewer system was greatly impacted. Mr. Mark coordinated with the client and designers on identifying the conflicts, developing appropriate remedies, and navigating the additional GDOT requirements to incorporate the relocation design into the GDOT road plans.

Firefly Trail 16-Inch Recycled Water Main, Athens-Clarke County Public Utilities Dept, GA

Project Manager. Water supply resiliency is a key goal for the Athens-Clarke County Public Utilities Department (PUD). Pursuant to assisting PUD with their water reuse plans, developing the infrastructure for the recycled water is essential. The Firefly Trail project provided a path to distribute recycled water to the Athena Industrial Park located near the northeast corner of Clarke County. Mr. Mark designed the 4,700 linear feet of 16-inch C900 PVC pipeline under the trail. The design required developing plans that incorporated PUD's new recycled water main standards and considerations for being installed under a walking trail.

Middle Oconee East at Loop, Athens-Clarke County Public Utilities Dept, GA

Project Manager. Georgia Department of Transportation (GDOT) is designing the addition of a bridge on the Athens Loop crossing the Middle Oconee River. The road project will add a third bridge between the existing bridges. PUD has planned a upgrade to the current Middle Oconee East Interceptor, and requested to add a larger sewer crossing of the Loop during the bridge work. Mr. Mark

coordinated with the client and GDOT on developing appropriate plans and specification provisions to incorporate the sewer design into the GDOT road plans.

Tallassee Road Water Main Relocation, Athens-Clarke County Public Utilities Dept, GA
Project Manager. Athens-Clarke County Transportation and Public Works Department (TPW) designed a bridge replacement along Tallassee Road in Athens. An 8-inch water main was constructed on the existing bridge. Hazen was required to review current road plans, existing utility plans, and determine conflicts. Mr. Mark coordinated with TPW's consultant and PUD's staff for a viable relocation of the 8-inch water main.

Brooklyn Creek Interceptor Improvements, Athens-Clarke County Public Utilities Dept, GA
Project Engineer. The project will replace approximately 7,100 LF of sanitary sewer that has limited capacity and numerous aerial crossings. The project will decrease the threat of sewage overflows into the creek that harm the environment and public safety, reduce the number of exposed sewer pipes along Brooklyn Creek, and address the limited capacity of the existing sanitary sewers.

Middle Oconee WRF Centrifuge Replacement, Athens-Clarke County Public Utilities Dept, Athens, GA
Project Manager / Construction Manager. Hazen provided limited on-site inspection and overall construction administration for the replacement of a new dewatering centrifuge, including the addition of a polymer feed system and feed pump.

Middle Oconee WRF Maintenance Shop, Athens-Clarke County Public Utilities Dept, Athens, GA
Project Manager / Construction Manager. Hazen provided limited on-site inspection and overall construction administration for the design and construction of new 4,000 s.f. two-story maintenance shop constructed at MOWRF.

Holland Park Sanitary Sewer Pump Station, Athens-Clarke County Public Utilities Dept, Athens, GA
Project Engineer. Designed a new gravity sewer, force main, and grinder pump station to replace a failing system at a public park concession stand/restroom facility.



Ty Smith, PE

Water Resources; Environmental Permitting; H&H Modeling

Mr. Smith's experience includes strategic watershed planning and management, ecosystem and floodplain restoration, applied fluvial geomorphology, sediment and erosion control, permitting, and hydrologic and hydraulic modeling.

Education

MEng Civil Engineering, University of Virginia, 2013

BS EnvE, University of Georgia, 2011

Certification/License

Professional Engineer: GA

GSWCC ESCP Certification

- Level 1B, Certified Inspector
- Level II, Certified Designer & Reviewer

GAEPD Qualified Water Loss Auditor, v6.0

Areas of Expertise

- Strategic watershed management and planning
- Ecosystem restoration & flood mitigation design
- Green infrastructure design and traditional conveyance
- H&H modeling
- Environmental Permitting
- Sediment and Erosion Control

Experience

- 10 total years
- 3 years with Hazen

Professional Activities

Georgia Associated of Water Professionals

- Stormwater committee
- Program committee

Southeast Stormwater Association, Member

Countywide Watershed Characterization Project, Gwinnett County Department of Water Resources (GCDWR), GA

Project Manager and Lead Engineer. Hazen was selected by the Gwinnett County Department of Water Resources (GCDWR) to perform a countywide, data-driven watershed characterization spanning the 437-square mile county. Ty led the desktop analysis, field investigation, and pollutant load modeling efforts to develop a watershed health index at the 1-square mile scale throughout the county, to identify specific areas for restoration or preservation with the purpose of improving water quality and public health. Ty led the development of the key characterization factors, geospatial processing using Python scripts, and integration into a series of dynamic dashboards. These dashboards are hosted in ArcGIS Online and Microsoft Power BI and provide decision-makers with "living tools" that can be rapidly updated with new data or easily modified to reflect changing programmatic priorities (i.e., pathogen reduction, nutrient reduction, public health, environmental health) within the County. Hazen's method provided GCDWR with a sustainable means to understanding "hotspot areas" in need of restoration and conservation project areas throughout the County with the ability to dynamically update and change priorities as their watershed improvement program inevitably adapts over time.

Lakewood Park Hydrologic Study, Dam Removal Modeling, and Drainage Improvements, City of Atlanta Department of Watershed Management (DWM), GA

Project Manager and Lead Engineer. Hazen has provided the City of Atlanta Department of Watershed Management (DWM) with continued data collection, hydrologic and hydraulic (H&H) modeling, detailed design, and permitting services since 2019 surrounding flooding improvements, infrastructure improvements, and public health and safety within and adjacent to Lakewood Park and

along the South River to the Brown's Mill Golf Course. Ty led efforts relating to the development and calibration of detailed 1-D/2-D H&H models to confirm existing conditions flood extents, depths, and velocities while developing updated H&H models, schematic designs, cost estimates for construction, and permitting requirements throughout the project area for flood risk reduction ranging from traditional conveyance improvements, green infrastructure, asset protection, stream and floodplain restoration and stabilization, and dam removal. Ty led efforts coordinating with DWM and stakeholders to provide temporary flood reduction solutions for on-site stakeholders impacted by floodwaters and facilitated discussions with permitting agencies (i.e., Georgia Safe Dams Program and US Army Corps of Engineers) to gain acceptance for the DWM-preferred long-term flood reduction strategy of dam removal. Ty is leading the effort to develop the construction documents and secure permits for dam removal in the next phase of work.

Flat Creek Water Reclamation Facility Dewatering Upgrades, Gainesville Department of Water Resources (GDWR), GA

Lead Permitting and Stormwater Design Engineer. Hazen was awarded the design of a significant water reclamation facility upgrade to more effectively manage the dewatering of biosolids in Gainesville, a Metro-Atlanta community adjacent to Lake Lanier (i.e., Metro-Atlanta's primary water supply). The design included significant upgrades to the handling facility which triggered stormwater management requirements for both water quality and quantity. Ty developed a hydrologic and hydraulic modeling and design approach that accounted for site considerations (i.e., significant terrain change) and underground utility constraints by combining "iceberg green infrastructure" designs, treatment trains, and traditional conveyance to eliminate the need for new traditional detention ponds. In addition, Ty led the sediment and erosion control design and land disturbance permit efforts. The project is currently under construction and is expected to be complete by Fall 2023.



Christopher Szoch, PE, CCM

Construction Management

Mr. Szoch is experienced in the design, inspection, and construction of wastewater facilities; he specializes in construction administration and oversight of resident engineering.

Location

Atlanta, GA

Education

MBA, Kennesaw State University, 2021

BSEnvE, North Carolina State University, 2006

Certification/License

Professional Engineer: GA

Certified Construction Manager

Areas of Expertise

- Wastewater Treatment Plant Design
- Contract Administration
- Construction Inspection
- Construction Management

Experience

- 15 total years
- 12 years with Hazen

Professional Activities

Construction Management Association of America

Water Environment Federation

Riverbend Environmental Complex, Cherokee County WSA, GA
Construction Management and Inspection. Served as on-site Resident Engineer and led construction management responsibilities for the construction of a new 0.5-mgd WWTP including screening, sequencing batch reactors, clarification, filtration, UV disinfection, post aeration, sludge holding, thickening and dewatering, plant drain pump station, chemical feed systems, SCADA system, and all related work.

Smithwick Creek and Airport No. 1 Lift Stations and Force Mains, Cherokee County WSA, GA
Construction Management and Inspection. Served as on-site Resident Engineer and led construction management responsibilities for construction of a new 1-mgd lift station and associated force main and rehabilitation of an existing 1-mgd pump station.

Yellow River WRF Maintenance Contract, Gwinnett County DWR, GA
Construction Management. Provided construction management services for as-needed emergency and preventive maintenance projects to support plant operations. Responsibilities include procurement of materials, contractors, and subcontractors for various projects of varying sizes and managing resident inspectors.

North Oconee WWTP, Athens-Clarke County Public Utilities Department, GA
Construction Management. Provided construction management services and managed on-site Resident Engineer for construction of a new tertiary filter system, 3.0-mgd reuse pump station, and thermal dryer facility for a 15-mgd treatment facility.

JW Smith Water Production Plant, Clayton County Water Authority, GA
Construction Management. Provided construction management services and managed on-site Resident Engineer for the replacement of three vertical turbine pumps and associated valves, electrical upgrades, piping, lead abatement and misc. associated work at the 12-mgd Smith WPP.

South Central WWTP, Douglas County-Douglasville WSA, GA
Construction Management. Provided construction management services for the rehabilitation and replacement of surface aerators at the 6-mgd South Central WTTP.

Northside WWTP, Douglas County-Douglasville WSA, GA
Construction Management. Provided construction management services for the rehabilitation and replacement of surface aerators at the 0.5-mgd Northside WTTP.

South Cobb Tunnel, Douglas County-Douglasville WSA, GA
Construction Management. Provided construction management services and managed on-site inspection for the installation of approximately 11,600 LF of HDPE pipe, including directional boring, jack and bore, manholes, ARVs, and associated sitework. Install VFD on existing centrifugal pump in pump station and modify piping and valving.

Quarles Plant 1 Replacement, Cobb County-Marietta Water Authority, GA
Construction Engineer. Working closely with our design engineers, Mr. Szoch performed a constructability review of the design, prepared a construction cost estimate, and developed a preliminary construction schedule for this $72M project. The project included a new 33-mgd treatment train consisting of rapid mix, flocculation, and sedimentation basins, gravity media filters, and a high service pump station. Provisions were incorporated into the design to allow for future expansion of the Q1 Plant to 66 mgd.









Hazen

Hazen and Sawyer
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342

FORSYTH COUNTY PROCUREMENT DEPARTMENT
514 West Maple Street Cumming, GA 30040

ANNUAL RENEWAL NOTICE July 11, 2024

Company: Hazen and Sawyer
Address: 1300 Altmore Avenue, Suite 520
Atlanta, GA 30342
abowling@hazenandsawyer.com
Subject: Water & Sewer Engineering Services As-Needed (RFP 22-108)

As of December 31, 2024, the above-referenced contract will expire. This contract is renewable for an additional calendar year and requires action from you.

At the bottom of this letter, you will see three (3) available options: a) extend the contract as it is; b) extend the contract with changes; or c) let the contract expire. Please indicate your decision on this letter and return it to my attention prior to **August 2nd, 2024.** **You may email this completed form to kncarder@forsythco.com.**

Thank you for your prompt attention to this matter, please do not hesitate to contact me at (770) 888-8872 should you have any questions.

Sincerely,
Kimber Carder, Procurement Agent III

☐ We want to extend subject contract for one (1) additional year at the current pricing and increase the total amount by $2,000,000. Contract will be extended through December 31, 2025. (If approved by the Forsyth County Board of Commissioners. Please provide updated Certificate of Insurance.)
Please provide your E-verify number 70249

☒ Yes, we want to extend subject contract and increase the total amount by $2,000,000, but with a change in pricing. New pricing is attached for Forsyth County's review. It is understood that Forsyth County has the right to accept or reject the changes. Rejection will result in a re-bid on the contract if product/services are still required.

☐ No, we do not desire to extend the above-referenced contract and want it to expire on December 31, 2024.

Authorized Signature: _____ Dated: 7/19/2024

Email address: abowling@hazenandsawyer.com Phone number: (770) 289-8441

Hazen and Sawyer
1300 Altmore Avenue, Suite 520
Atlanta, GA 30342 • 404.459.6363

July 19, 2024

Kimber Carder | Procurement Agent III
Forsyth County Procurement
514 West Maple Street, Suite 104
Cumming, Georgia 30040
(770) 888-8872

Re: 2025 Calendar Year Rate Adjustment for Hazen's Standard Services Agreement for Water and Sewer Engineering Services as Needed

Dear Ms. Carder,

Hazen and Sawyer (Hazen) respectfully requests that Forsyth County (Forsyth) accept an adjustment to its rate schedule as provided in item I.D.2 of Hazen's Standard Service Agreement contract with Forsyth County dated January 5, 2023.

Item I.D.2 specifies that the rate schedule be adjusted based upon the U.S. Department of Labor, Bureau of Labor and Statistics (BLS) Consumer Price Index (CPI). For the purposes of this evaluation, Hazen used the South Region CPI. A copy of BLS's South Region CPI data from the contract execution date through June 2024 is attached; the CPI and Hazen's rate adjustments are summarized below.

Calendar Year	CPI	Annual CPI Change	Cumulative CPI Change	Annual Change in Rates	Cumulative Change in Rates [1]
2023	288.836	-	-	-	-
2024	297.279	2.9%	**2.9%**	**2.0%**	**2.3%**
2025	305.357	2.7%	**5.7%**	**2.7%**	**5.4%**

[1] Based upon an average of all rate categories, after rounding up to nearest dollar.

A copy of Hazen's proposed rate schedule is attached. The requested adjustments to each billing category are in accordance with the above Annual Change in Rates, rounded up to the nearest dollar. If approved, Calendar Year 2025 invoices will use these new rates. The revised rates will be used to establish proposal budgets submitted in 2025; however, they do not change the authorized budgets for active projects.

Thank you for the opportunity to be of service to Forsyth. Please let me know if you have any questions in this regard.

Job no 32493 & 32612

Respectfully,

Alan Bowling, PE
Associate Vice President

Attached: BLS CPI South report, through June 2024
Hazen Rate Schedule for 2025

cc: Carol Vozdik / Hazen

CPI-All Urban Consumers (Current Series)
Original Data Value

Series Id: CUUR0300SA0,CUUS0300SA0 https://data.bls.gov/cgi-bin/srgate
Not Seasonally Adjusted
Series Title: All items in South urban, all urban consumers, not seasonally adjusted
Area: South
Item: All items
Base Period: 1982-84=100

	1	2	3	4	5	6	7	8	9	10	11	12	Annual Avg	Avg Q1Q2	Avg Q3Q4
Year	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Annual**	**HALF1**	**HALF2**
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	**288.836**	288.991	288.205	283.666	279.256	288.077
2023	290.438	292.285	293.358	295.315	295.889	296.789	**297.279**	298.975	299.657	299.394	298.93	298.754	296.422	294.012	298.832
2024	300.421	303.144	304.49	305.104	305.296	**305.357**								303.969	
2025															
2026															
2027															

Labor Category	2023	2024	2025
Chief Engineer | Scientist | Architect	$255.00	$261.00	$269.00
Managing Engineer | Scientist | Architect	$235.00	$240.00	$247.00
Supervising Engineer | Scientist | Architect	$220.00	$225.00	$232.00
Principal Engineer | Scientist | Architect	$205.00	$210.00	$216.00
Senior Engineer | Scientist | Architect	$190.00	$194.00	$200.00
Engineer V	$175.00	$179.00	$184.00
Engineer IV	$160.00	$164.00	$169.00
Engineer III	$145.00	$148.00	$152.00
Engineer II	$130.00	$133.00	$137.00
Engineer I	$115.00	$118.00	$122.00
Technician	$70.00	$72.00	$74.00
Scientist V	$160.00	$164.00	$169.00
Scientist IV	$145.00	$148.00	$152.00
Scientist III	$130.00	$133.00	$137.00
Scientist II	$115.00	$118.00	$122.00
Scientist I	$100.00	$102.00	$105.00
Architect V	$160.00	$164.00	$169.00
Architect IV	$145.00	$148.00	$152.00
Architect III	$130.00	$133.00	$137.00
Architect II	$115.00	$118.00	$122.00
Architect I	$100.00	$102.00	$105.00
Supervising Designer	$165.00	$169.00	$174.00
Principal Designer	$154.00	$158.00	$163.00
Senior Designer	$138.00	$141.00	$145.00
Designer	$115.00	$118.00	$122.00
Drafter	$85.00	$87.00	$90.00
Principal Resident Project Representative	$158.00	$162.00	$167.00
Senior Resident Project Representative	$136.00	$139.00	$143.00
Resident Project Representative	$115.00	$118.00	$122.00
Inspector	$99.00	$101.00	$104.00
Technical Editor	$150.00	$153.00	$158.00
Graphic Designer	$120.00	$123.00	$127.00
Document Controls	$95.00	$97.00	$100.00
Admin	$85.00	$87.00	$90.00

CPI Valuation

Key Month	October-22	July-23	July-24
CPI at Key Month	*288.836*	*297.279*	*305.357*
US Department of Labor Bureau of Labor Statistics Consumer Price Index (CPI), Area: South www.bls.gov/cpi		2.9%	2.7%
Hazen-Requested Adjustment		2.0%	2.7%
Cumulative Increase In CPI:		2.9%	5.7%
Cumulative Increase In Rates:		2.3%	5.4%

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Water & Sewer	**Submitted by:**	Jill Pilcher
Date Submitted:	05/09/2025	**Presenter:**	Steve Ratzlaff
Meeting Date:	5/20/2025	**Department Head:**	Scott Adams

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Task Order 001 with Gulf Coast Underground, LLC under the CIPP Lining of Sewer Pipes and Laterals As-Needed Agreement (Contract No. 25-19-3300) in the amount of $104,229.72 for Sewer Rehabilitation - Deputy Director, Department of Water and Sewer

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Repair & Maintenance Sewer System	$104,229.72	$590,549	50533410.522243

Finance Department Review/Comments:

Reviewed by: Laura Calfee

Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: NO

Reviewed by:

Comments:

Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Procurement and Finance Review**

Approval List:

Jill Pilcher, Water & Sewer	Created/Initiated - 5/9/2025
Scott Adams, Water & Sewer	Approved - 5/9/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

HEADQUARTERS
5655 Middle Road
Theodore, AL 36582
Office: 251.725.0200
Fax: 866.471.2753

May 3, 2025

Mr. Daniel Shaw, P.E.
Senior Project Manager
Forsyth County Department of Water and Sewer
ddshaw@forsythco.com

Proposal for Task Order #1 – Services Agreement No. 25-19-3300 (Revised)

Fifteen (15) CIPP Line Segments
425 Peachtree Parkway
Cumming, GA 30041

Item #	MH to MH	Pipe	Length	Laterals	MOT	Cleaning	CCTV	CIPP	Open Lats	MOT	Total
001J	2328-2327	8" DIP	47	0	0	$ 141.00	$ 141.00	$ 2,044.50	$ -	$ -	$ 2,326.50
001K	2327-2326	8" DIP	63	0	0	$ 189.00	$ 189.00	$ 2,740.50	$ -	$ -	$ 3,118.50
001L	2326-2325	8" DIP	46	0	0	$ 138.00	$ 138.00	$ 2,001.00	$ -	$ -	$ 2,277.00
001A	2325-1483	8" DIP	219	7	0	$ 657.00	$ 657.00	$ 9,526.50	$ 3,500.00	$ -	$ 14,340.50
001B	1483-1484	8" DIP	64	1	0	$ 192.00	$ 192.00	$ 2,784.00	$ 500.00	$ -	$ 3,668.00
001C	1484-1486	8" DIP	86	2	0	$ 258.00	$ 258.00	$ 3,741.00	$ 1,000.00	$ -	$ 5,257.00
001D	1486-1488	8" DIP	90	1	0	$ 270.00	$ 270.00	$ 3,915.00	$ 500.00	$ -	$ 4,955.00
001E	1488-1489	8" DIP	45	1	0	$ 135.00	$ 135.00	$ 1,957.50	$ 500.00	$ -	$ 2,727.50
001F	1489-1490	8" DIP	172	3	0	$ 516.00	$ 516.00	$ 7,482.00	$ 1,500.00	$ -	$ 10,014.00
001G	1490-1492	8" DIP	93	1	0	$ 279.00	$ 279.00	$ 4,045.50	$ 500.00	$ -	$ 5,103.50
001H	1771-1772	8" DIP	126	2	0	$ 378.00	$ 378.00	$ 5,481.00	$ 1,000.00	$ -	$ 7,237.00
001I	1772-1492	8" DIP	249	0	0	$ 747.00	$ 747.00	$ 10,831.50	$ -	$ -	$ 12,325.50
001M	1492-1773	8" DIP	123	0	0	$ 369.00	$ 369.00	$ 5,350.50	$ -	$ -	$ 6,088.50
001N	1773-1774	8" DIP	101	0	16	$ 303.00	$ 303.00	$ 4,393.50	$ -	$ 4,320.00	$ 9,319.50
001O	1774-1482	8" DIP	184	0	16	$ 552.00	$ 552.00	$ 8,004.00	$ -	$ 4,320.00	$ 13,428.00
						$ 5,124.00	*$ 5,124.00*	*$ 74,298.00*	*$ 9,000.00*	*$ 8,640.00*	$ 102,186.00
									P&P Bond	*2%*	$ 2,043.72
											$ 104,229.72

Applicable MSA Unit Prices	Unit	U.P.	Remarks
Cleaning	LF	$ 3.00	prework inspection
CCTV	LF	$ 3.00	prework inspection
Bypass Pump 3"-6" Setup	EA	$ 500.00	to be determined after prework inspection (change order, if needed)
Bypass Pump 3"-6" Operation	Day	$ 500.00	to be determined after prework inspection (change order, if needed)
8" Internal Seal	EA	$ 1,741.00	to be determined after prework inspection (change order, if needed)
8" x 6.0 MM CIPP	LF	$ 43.50	actual lengths to be determined in prework inspection (change order, if needed)
Cut-in Lateral	EA	$ 500.00	actual lateral count to be determined in prework inspection (change order, if needed)
Traffic Control	HR	$ 270.00	

Thank you for the opportunity to quote this task order. Please contact me if you have any questions.

Thanks,

John W. Mogge
Jay Mogge, P.E.
Collaborative Delivery Market Leader
jmogge@gogcu.com
404.834.4002

Forsyth County, Georgia

_____
Signature

_____
Date

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Water & Sewer	**Submitted by:**	Jill Pilcher
Date Submitted:	05/09/2025	**Presenter:**	Steve Ratzlaff
Meeting Date:	5/20/2025	**Department Head:**	Scott Adams

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of Task Order 002 with Metals and Materials Engineers, LLC under the Manhole and Lift Station Wet Well Rehabilitation As-Needed Agreement (Contract No. 25-36-3300) in the amount of $156,519.22 for the rehabilitation of sewer manholes - Deputy Director, Department of Water and Sewer

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Repair & Maintenance Sewer System	$156,519.22	$590,549.00	50533410.522243

Finance Department Review/Comments:

Reviewed by: Laura Calfee
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO: NO
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **ACM-BL Approval w/ Procurement and Finance Review**

Approval List:

Jill Pilcher, Water & Sewer	Created/Initiated - 5/9/2025
Scott Adams, Water & Sewer	Approved - 5/12/2025
Adrian Casey, Procurement	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

AN ALLCLEAR COMPANY
1669 Litton Drive • Stone Mountain, Georgia 30083
Tel: (678) 691-3747 • Fax: (470) 299-5987

PROJECT: Manhole and Lift Station Wet Well Rehabilitation Date: May 8, 2025

To: Daniel Shaw, PE
Forsyth County Department of Water and Sewer
110 East Main Street, Suite 150
Cumming, Georgia 30040

Subject: The Manor WRF – Task Order 002 A-E

Mr. Shaw,

Metals and Materials Engineers (MME) is pleased to provide this proposal for your review and consideration for the recent task order for the Manhole and Lift Station Wet Well Rehabilitation project. MME and its sister company Engineered Spray Solutions (ESS) has conducted site visits to ascertain the current conditions of five (5) existing sanitary sewer manholes in the vicinity of the Water Reclamation Facility and golf course and has proposed the following cost estimate.

See the table below indicating the manholes, location address and cost utilizing the Contract Bid Schedule.

Task Order	# MH / LS	Address	Cost
002A	3169	3525 Granton St, Cumming, GA 30028	$45,089.43
002B	3170	3425 Watsons Bend, Cumming, GA 30028	$15,303.26
002C	3171	3274 Watsons Bend, Cumming, GA 30028	$36,719.04
002D	3172	3300Watsons Bend, Cumming, GA 30028	$28,930.99
002E	19076	3300Watsons Bend, Cumming, GA 30029	$30,476.50
		Total	***$156,519.22***

Metals & Materials Engineers
Dated this 9th day of May ,2025

_____
Signature

Karroo Robinson
_____
Print Name

Forsyth County, Georgia
Dated this _____day of _____,2025

_____
Signature

_____
Print Name

Bid 25-36-3300
Summary of All Items Bid
FOR: Forsyth County Task Order 2

BID ITEM	DESCRIPTION	UNIT	UNIT PRICE	APPROX. ANNUAL QUANTITY	TOTAL PRICE
	GENERAL				
1	TRAFFIC CONTROL	HR	$295.00	0	$0.00
	BYPASS PUMPING				
2	BYPASS PUMP SETUP FOR 3” to 6” PUMP	EA	$3,500.00	3	$10,500.00
3	BYPASS PUMP SETUP FOR 8” to 12” PUMP	EA	$6,500.00	0	$0.00
4	BYPASS PUMP DISCHARGE LINE FOR 3” to 6” PUMP	LF	$5.00	420	$2,100.00
5	BYPASS PUMP DISCHARGE LINE FOR 8” to 12” PUMP	LF	$15.00	0	$0.00
6	BYPASS PUMP OPERATION OF 3” to 6” PUMP	DAY	$2,500.00	5	$12,500.00
7	BYPASS PUMP OPERATION OF 6” to 12” PUMP	DAY	$7,500.00	0	$0.00
MANHOLE & WETWELL REHABILITATION					
8	REMOVAL OF EXISTING MANHOLE OR WETWELL LINING SYSTEM (EXCLUDING T-LOCK EPOXY OR POLYUREA LINERS)	SF	$23.50	0	$0.00
9	REMOVAL OF EXISTING MANHOLE OR WETWELL T-LOCK, EPOXY OR POLYUREA LINERS	SF	$40.25	0	$0.00
10	INFILTRATION CONTROL - CHEMICAL GROUT, PATCH AND PLUG, WATER STOP METHODS	GAL	$212.75	36	$7,659.00
11	BENCH AND INVERT CHANNEL REPAIR	EA	$1,150.00	5	$5,750.00
12	CEMENTITIOUS GROUT REPAIR	SF	$13.80	1173	$16,187.40
COATING SYSTEM #1 - SPRAYROQ SPRAYWALL					
13	POLYURETHANE COATING MANHOLE 60" DIAMETER CORROSION PROTECTION 125 MILS THICKNESS	VF	$1,038.45	0	$0.00
14	POLYURETHAN COATING MANHOLE LINING 48" DIAMETER CORROSION PROTECTION 125 MILS THICKNESS	VF	$830.30	93.39	$77,541.72
15	POLYURETHANE COATING WETWELL CORROSION PROTECTION 125 MILS THICKNESS	SF	$66.13	0	$0.00
16	POLYURETHANE ADDITIONAL MIL THICKNESS FOR STRUCTURAL APPLICATIONS IN 125 MIL INCREMENTS	SF	$20.70	1173	$24,281.10
COATING SYSTEM #2 - MAINSTAY DS-5					
17	EPOXY COATING MANHOLE 60" DIAMETER CORROSION PROTECTION 125 MILS THICKNESS	VF	$1,067.00	0	$0.00
18	EPOXY COATING MANHOLE 48" DIAMETER CORROSION PROTECTION 125 MILS THICKNESS	VF	$854.00	0	$0.00
19	EPOXY COATING WETWELL CORROSION PROTECTION 125 MILS THICKNESS	SF	$68.00	0	$0.00
COATING SYSTEM #3 - EPOXYTEC CPP					
20	EPOXY COATING STRUCTURAL MANHOLE 60" DIAMETER 125 MILS THICKNESS	VF	$902.75	0.00	$0.00
21	EPOXY COATING STRUCTURAL MANHOLE 48" DIAMETER 125 MILS THICKNESS	VF	$722.20	0	$0.00
22	EPOXY COATING STRUCTURAL WETWELL 125 MILS THICKNESS	SF	$57.50	0	$0.00
	Grand Total				**$156,519.22**

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Water & Sewer	**Submitted by:**	Adrian Casey, Procurement Director
Date Submitted:	05/12/2025	**Presenter:**	Bradley Wright
Meeting Date:	5/20/2025	**Department Head:**	Scott Adams

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of a sole source purchase with Opex Corporation for a Falcon+ Red scanner in the amount of $118,962.00 for the Department of Water and Sewer - Deputy Director, Department of Water and Sewer

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Machinery & Equipment	$105,082.00	$105,082.00	50533411-542000
Maintenance Agreement - Office Equipment	$13,880.00	$13,880.00	50533411-522253

Finance Department Review/Comments:

Reviewed by: Laura Calfee

Comments:

Procurement Department Review/Comments:

Reviewed by: Adrian Casey

Comments: Purchase Order to be issued

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: No

Reviewed by:

Comments:

Comments by Legal:

Workflow Selected: **CM Approval w/ Finance Review**

Approval List:

Adrian Casey, Procurement	Created/Initiated - 5/12/2025
Bradley Wright, Water & Sewer	Approved - 5/12/2025
Scott Adams, Water & Sewer	Approved - 5/12/2025
Laura Calfee, Finance	Approved - 5/12/2025
Barry Lucas, Administration	Approved - 5/13/2025
David McKee, Administration	New -

OPEX®

This FALCON+,MODEL72 Proposal is Prepared Exclusively for:

Bradley Wright
Forsyth County Water
BRWright@forsythco.com

514 WEST MAPLE STREET,SUITE 801,Cumming,GA,30040 US

Equalis Contract COG-2112A

Proposal Date: 04/29/2025 Proposal Number: 60929793
Version : 1

Contact Name:Bradley Wright
BRWright@forsythco.com

Prepared By: Jason Resnick
jresnick@opex.com

PRODUCT DESCRIPTION

OPEX® Falcon+® RED™
Falcon+ RED combines the extraordinary capabilities of the Falcon+ scanner with the most efficient envelope opening and extraction unit on the market, the OPEX Model 72 Rapid Extraction Desk ("RED"). **One operator** can **open** envelopes, **extract** contents, and **scan** everything **in one step,** on **one platform,** with **little or no prep.**

Falcon+®
From document conversion services to mobile scanning to digital mail centers, the Falcon+ scanner offers a prep-reducing solution to address the most pressing of scanning needs all in one flexible platform. Falcon+ allows operators to prep and scan at a faster rate than most current prep-only processes. This significantly reduces costs associated with preparing documents for scanning. Additionally, minimizing prep, paper handling, and other manual tasks not only improves efficiency, but also results in superior document integrity. Documents are handled once and converted to image. Operators can view images in real-time to ensure proper capture and identification. This reduces time-consuming and costly rescans later in the process.

The advantages start with Falcon+'s unique feeder which provides a dynamic process proven to reduce prep and increase scanning accuracy. Patented drop-feed technology allows for efficient scanning directly from file folders, while intelligent packet sensing capabilities adjust track speed for optimal scanning throughput. The high-capacity feeder handles large stacks of mixed document types, ***making the need for additional high-volume production scanners unnecessary.*** Falcon+'s unique Rescan Feeder is designed for fast and efficient rescans without disrupting the overall scanning process.

Falcon+ scans everything from single sheets in a wide range of sizes to multiple large stacks of paper. The Falcon+ conveyor can hold more than 700 pages at any given time, allowing maximum throughput and uninterrupted processing. From thick paper to onion skin and fragile or damaged pieces, from envelopes and file folders to receipts, to small forms and business cards - nearly any style or type of document can be scanned. With the optional external capture device and software, three dimensional objects can be imaged and placed directly into the electronic record.

Various media detection capabilities come standard on Falcon+, including multi-feed, height, length and document skew detect, as well as envelope detection. OPEX's proprietary Thickness Measuring Device ("TMD") detects paper thickness in a unique way that allows envelopes to be distinguished from double pages. For added document integrity protection, the Falcon+ now includes a TMD Override Switch allowing the operator to tell the machine that thick, thin and/or delicate paper has been fed.

One of the most significant advances on Falcon+ is the enhanced multi-feed detect that utilizes ***seven strategically placed Multi-Feed Detectors (MFDs)***to recognize doubles as small as 2" X 2" anywhere on a page. Fully configurable, these seven MDFs significantly diminish the chance of more than one page at a time being passed through the scanner unnoticed and uncaptured. This helps reduce rescans and the arduous search for documents that may have been omitted form the batch because they were stuck to another page or folded over. Furthermore, the Falcon+ includes an enhanced imaging capture device only available with the Falcon+ family of scanners.

The Falcon+ comes equipped with ***three programmable translucent blue output sort bins***, and one programmable straight-path sort bin for extra thick and delicate items. For operator visibility, the top bin includes an adjustable mirror positioned at the top bin to assist operators in seeing the contents of the highest bin.

Falcon+ has a customizable work surface with options to fit the footprint of most scanning environments. The optional motorized table provides adjustable height settings for maximum operator comfort. Falcon+ comes equipped with a 22-inch touch-screen monitor for enhanced viewing of scanned images, with capture resolutions up to 600 dpi. Operators can use the one-touch page-type classification or automatic classification based upon the user's preferences. The Falcon+ also includes a wireless keyboard and mouse as well as a tray and arm to support these wireless features.

OPEX offers a Mobile Work Surface as an optional feature with purchase. The Mobile Work Surface is free standing from the Falcon+ and can be rolled alongside or adjacent to the Falcon+ to provide additional work space for the operator. The Mobile Work Surface is large enough to hold multiple stacks of papers, a file box, and/or an external capture device.

Falcon+ can be outfitted with several, popular options: Front and rear audit trail printing; rear graphics printing (accommodates signatures, Code 39 or Code 25 barcode and/or 4 lines of text); MICR+; Kofax VRS® image enhancement capability; and customizable document identification technology for unrecognized documents, including multi-function page-type IdAssist™, and KeyAssist™.

CertainScan® (included with Falcon+)
OPEX's CertainScan – a Windows® based, feature-rich 64-bit software package that is the perfect complement to OPEX scanners. CertainScan provides the most intuitive way to capture, classify and sort documents. In addition to indexing up to twenty unique fields, users can also edit live and suspended batches, convert images and metadata in ways that map with their own unique workflows, and perform a host of other functions. CertainScan allows up to twelve page-type classifications.

Through the use of CertainScan Edit, the editing of batches while scanning is now possible. The editor also allows for the copying and pasting of metadata and snippets. Various editing modes allow the user to recover an interrupted batch, limit editing to metadata only, or perform full, advanced editing functions.

OPEX Transform, another feature available through CertainScan, provides a configurable utility that converts OPEX standard output file formats (OXI and ODI) into the more universal XML and ASCII file formats. Additionally, there are other ways to uniquely transform data and images. For example, it is possible to convert standard TIFF and JPEG images into multi-page TIFF, PDF and PDF/A files.

Model 72™ Rapid Extraction Desk (RED™)
The Model 72 Rapid Extraction Desk, or RED for short, redefines efficiency in the envelope opening process! It is equipped with an all-new feeder, milling cutter capability, and an auto-jog transport that shifts envelope contents away from the cutters, it is ideal for applications that involve thick or over-stuffed envelopes. The Model 72 can process intermixed envelopes of varying thicknesses (up to 0.375"), including items that were previously difficult to process like multi-page forms, tax documents and other similar, thicker envelopes.

Milling cutting offers a smaller cut depth which significantly reduces the potential of cutting contents. The feeder adjusts on-the-fly to accommodate the widest range of envelopes possible. The entire envelope path has been optimized to also accommodate irregular-sized envelopes.

The Model 72 includes several ergonomic advancements, including an optimized mail tray and 20% more desk space than prior models. These features are especially helpful in forms processing, where additional space is often required to process multi-page documents and larger, thicker envelopes.

The Model 72 RED is built upon the legacy of its predecessors, meaning that the machine includes all of the great benefits and options previously available in prior REDs such as: A thickness profiling candler that performs a second check of the envelope for content security; Performance Control Center (PCC);

OPEX Network Solution (ONS); printer; ergonomic desk chair; sort arrangement flexibility; and mail tray holders. The operator can also still choose from three different cycling modes.

In short, the Model 72 offers efficient, secure, and reliable mixed envelope opening and extraction.

PURCHASE PAYMENT TERMS

Equalis Contract COG-2112A
For the avoidance of doubt, the Products and services being purchased by Customer pursuant to this Proposal shall be governed by the terms and conditions contained in both the Equalis Group Contract #COG-2112A and this Proposal. In the event of any conflict between the Equalis Group Contract #COG-2112A and this Proposal, the terms and conditions of this Proposal shall take precedence.

Product configuration and pricing are provided near the back of the Proposal. Prices quoted are those currently in effect and will be held firm for ninety (90) days from the date of this Proposal. Prices quoted are FOB OPEX's facilities located in Moorestown, New Jersey USA.

Please note: The service prices quoted in this Proposal are contingent upon the equipment warranty expiring and the equipment being placed on an annual maintenance contract with OPEX prior to December 31, 2025.

The sell prices listed in this Proposal are contingent upon purchasing the quantity listed. If the purchased quantity varies from the quoted quantity, then the sell price of each unit may be adjusted accordingly in accordance with OPEX's price schedules. All prices are subject to change on a periodic basis.

Terms of Payment
If you choose to purchase the Product outright, terms of payment are net thirty (30) days from the date of delivery. All applicable taxes and freight estimate charges are additional.

Professional Services Note
The pricing page of this proposal may not include any itemized Professional Services fees for the OPEX scanner(s) and/or External CertainScan Edit and Transform PC. Consequently, please contact OPEX if Purchaser is interested in receiving a Professional Service quote which will include a general description of the services and estimated fees.

Product Shipment Information
OPEX does not inventory our Products and will provide an estimated shipping date within ten (10) calendar days after receipt of your firm equipment order. Shipments are currently running approximately 110-170 calendar days ARO for the OPEX Falcon series of scanners and Model 72. However, due to the continued increasing high demand for raw materials and electronic components which has a significant impact on the availability of these materials on a global basis, please be advised that we could experience delivery delays due to delays imposed by OPEX suppliers. We are diligently working with our suppliers to ensure the availability of supplied components and raw materials. While we do not anticipate changing your initial estimated shipment date, OPEX will promptly notify you regarding any scheduling changes to your order. Thank you in advance for your patience and for your investment in OPEX Product(s) and services.

Purchase Terms and Conditions: Additional purchase terms and conditions are provided in Attachment “A” located after the Proposal pricing pages.

ADDITIONAL PRICING INFORMATION

Freight Estimate Information

Freight Estimate charges quoted on the pricing page of this Proposal are estimated and are subject to change without notice. The actual freight estimate charges will be determined on the actual date of shipment, which may be higher or lower than the freight estimate costs listed in this Proposal.

Please add $75.00 if a lift gate is needed for delivery.

Trade-In Allowance

OPEX is offering a one-time trade-in credit amount of $500.00 as set forth in this Proposal for the purchase of one (1) new Falcon+ unit and one (1) new Model 72 unit listed within this Proposal and the trade-in of one (1) AS7200 unit and one (1) Model 51 unit. Should either the total quantity for the recommended new units or the quantity of trade-in units change on this transaction, OPEX reserves the right, at our sole discretion, to adjust the trade-in credit accordingly.

Within ninety (90) days of installation of the new OPEX products, OPEX, will remove certain parts (imagers, boards, etc.) from the AS7200 scanner. At this time, OPEX will provide the AS7200's PC hard drive to the local site contact for destruction. Please note, Forsyth County Water will be solely responsible for the AS7200's PC hard drive, including, but not limited to, any applicable sanitation or destruction. The actual disposal of the remainder of the AS7200 and the Model 51, after this action, will be the responsibility of Forsyth County Water. By Purchaser agreeing to trade-in the above equipment, Purchaser warrants it is the lawful owner of the trade-in equipment, and that such equipment is free from all encumbrances, security interests and liens, and that it has full, sole, and complete right to transfer title of the equipment to OPEX.

INSTALLATION AND TRAINING

The initial OPEX installation process is included at no additional charge. OPEX Sales and Service Teams will oversee all aspects of installation. That includes unpacking and assembling the Product by OPEX factory-trained technicians at the designated installation area within Customer’s facility listed in this Proposal and thoroughly test machine components to ensure that everything is running smoothly.

It is the Customer’s sole responsibility to prepare and make available a safe and suitable place for OPEX and its personnel to install the Product at Customer’s designed location(s) listed in this Proposal. Please be advised OPEX’s installation services exclude the following: (a) physically and/or manually moving, lifting, and/or transporting the machine(s) to a different level and/or different floor that requires the use of stairs or steps and (b) disposal and/or removal of shipping materials including but not limited to pallet(s), boxes, and/or other packing materials. Such actions shall only be performed by the Customer (or your designated personnel).

Prior to the shipment date and if OPEX has not visited your site in the last few months, then OPEX may need to conduct an in-person inspection of the Customer’s site(s) on a date/time that is convenient for you (and/or your designated employee) and OPEX. During the inspection, OPEX will assess the delivery path (including doorways and elevators) between the delivery/loading dock and the Product’s installed area to confirm OPEX and its personnel can perform these services safely and to evaluate if Customer needs to make any site improvements and/or changes needed prior to delivery of the Product. If the Product will be installed on a different level or floor than the delivery/loading dock, OPEX must be permitted to use a safe and functional elevator to perform the above services. During the installation period, Customer shall ensure a qualified and trained Information Technology (IT) representative is present at the installation site to perform the necessary networking responsibilities. For clarity, OPEX is not responsible for installing any software and/or hardware that are not sold and/or furnished by OPEX.

Additionally, OPEX provides on-site standard operator training of your machine operators using your media. Besides this initial training, OPEX also provides periodic on-site refresher training, on a date and time mutually agreed to by and between OPEX and the Customer, as long as Customer is the original equipment purchaser or original end-user of the Product.

WARRANTY INFORMATION

Hardware Warranty. OPEX warrants that it owns the Product and will transfer good title to Customer.

OPEX further warrants that it shall repair or replace defective parts contained within the Product, including labor, and shall perform preventive maintenance at no cost to Customer for thirty (30) days commencing from the date of delivery for the FALCON+,MODEL72 (“Fixed Warranty Period”).

Labor during the Fixed Warranty Period is limited to OPEX’s standard coverage hours, 7:00 AM to 3:00 PM, site local time, Monday through Friday, excluding OPEX holidays.

Software Warranty. OPEX warrants it has the right to license the use of software that is identified in this Proposal (“Software”) and also warrants that: (i) the Software will perform substantially in accordance with accompanying written materials for the Fixed Warranty Period set forth in in the Hardware Warranty above; and (ii) in the event the Software does not so conform and Customer notifies OPEX of the non-conformity during the Fixed Warranty Period, OPEX shall correct the non-conformity by repairing or replacing necessary parts or Software, during the coverage hours set forth in the Hardware Warranty above, subject to the below warranty terms. Customer shall provide written documentation of such non-conformity when requested by OPEX.

OPEX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR OR "BUG" FREE OR OPERATE UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. FURTHERMORE, OPEX DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, TEXT, GRAPHICS, LINKS, OR OTHER ITEMS CONTAINED WITHIN THE SOFTWARE.

OPEX will have no warranty obligation or liability hereunder should the Software or Product be modified, altered, or merged by Customer or any third party, or if failure or non-conformity of the Software results from accident, abuse, or misapplication or defects or problems related to Customer’s use of the Software in a manner inconsistent with OPEX’s written performance specifications. OPEX reserves the right to make modification to the Software without prior notification.

Services Warranty. For the duration of the Fixed Warranty Period, OPEX further warrants that services will be performed in a good and workmanlike manner, based upon commercially reasonable practices and standards. All services will be provided by OPEX’s National Service Organization, which is a definite benefit of purchasing the Product.

Warranty Remedies and Limitations. THE FOREGOING EXPRESS WARRANTIES ARE EXCLUSIVE WITH RESPECT TO ANY PRODUCT (INCLUDING SOFTWARE), SERVICE OR OTHER MATERIAL PROVIDED BY OPEX HEREUNDER. OPEX EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE.

EXCEPT AS PROVIDED IN SOFTWARE WARRANTY ABOVE AND/OR OPEX’S SOFTWARE LICENSE TERMS AGREEMENT, THE SOFTWARE IS PRESENTED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHERMORE, OPEX SHALL HAVE NO OBLIGATIONS OR LIABILITIES FOR ANY DAMAGES WHATSOVER ARISING OUT OF OR IN CONNECTION WITH ITS PERFORMANCE PURSUANT TO THIS AGREEMENT, THE PRODUCTS (INCLUDING SOFTWARE) OR SERVICES SOLD HEREUNDER, OR ITS USE BY CUSTOMER.

CUSTOMER AND OPEX AGREE THAT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO BREACH OF THE ABOVE LIMITED WARRANTY OBLIGATIONS SHALL BE LIMITED TO

DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF THE PURCHASE PRICE OF A PARTICULAR PRODUCT OR THE COST OF A SERVICE HEREUNDER, WHICHEVER IS LESS. ALL ACTIONS ON THE WARRANTIES, HEREUNDER MUST BE COMMENCED IN WRITING WITHIN SIX (6) MONTHS OF THE DATE OF DELIVERY OR BE OTHERWISE LOST. THIS LIMITED WARRANTY AND THE LIMITATION ON REMEDIES CONTAINED HEREIN ARE REFLECTED IN THE PURCHASE PRICE OF THE PRODUCTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPEX BE HELD RESPONSIBLE OR LIABLE FOR ANY OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OR INACCURACY OF DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS) OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO PROPERTY, PERSONS OR OTHER LOSSES OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR OPERATION OF THE PRODUCTS AND SERVICES SOLD HEREUNDER, WHETHER OR NOT OPEX HAS ACTUAL KNOWLEDGE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

SERVICE INFORMATION

OPEX offers comprehensive service and support for all customers. All technicians are OPEX trained employees, not subcontractors. They have undergone rigorous training in the field and in the classroom and receive ongoing Product education on a routine basis. Knowledge, support and a dedication to customer satisfaction make OPEX service the best in the industry.

The focus of the OPEX annual service contract is to provide a regular schedule of preventative preventive maintenance. The service contract will begin promptly upon conclusion of the Fixed Warranty Period and covers 100% parts and labor during the annual contracted coverage hours which includes both unlimited demand calls and preventive maintenance calls. Simple cleaning of the Product by Customer is necessary at the end of each shift for proper operation.

- The Falcon+ receives six (6) preventative maintenance calls annually.
- The Model 72 (RED) receives twelve (12) preventative maintenance calls annually.

General Service Information
The first year's quoted service pricing is provided near the back of this Proposal and based on a single shift (8 consecutive hours) usage and on-call coverage, per unit, payable annually in advance. All services are provided in accordance with OPEX's then current service terms. Standard on-call coverage hours are 7 AM to 3 PM, site local time, Monday-Friday, excluding OPEX holidays. Additional service requested by Customer is prorated based on usage and contracted coverage. Taxes and consumable items are not included. Upon annual renewal of the service contract, the pricing schedule then in effect will apply. Terms of payment are net thirty (30) days from the date of invoice.

The scanner base machine service price listed in this Proposal includes OPEX CertainScan Software license fee.

All applicable Software license fees are due on an annual basis in accordance with OPEX's published rates and terms then in effect. These license fees are normally itemized on your annual service contract invoice but are billed separately in the event you choose not to purchase a service contract from OPEX. Please refer to the Proposal pricing page for the applicable Software license fees and the Software License terms section below that will apply to the Products.

Programming of Jobs Information
Pricing includes the programming of three (3) jobs by OPEX personnel on the scanner. Additional jobs can be programmed at a rate of $215 per job, per scanner unit.

OPEX US Holidays
OPEX observes the following nine (9) U.S. holidays: New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving; Christmas Eve and Christmas Day. When the holiday is on a Saturday or Sunday, it will be observed on the date observed by the Federal government and/or by OPEX. OPEX reserves the right to modify the holiday list upon providing at least ninety (90) calendar days' advance written notice to Customer.

Proprietary Components
Certain Products and Product features utilize proprietary components, processes, Software, and technical support materials developed or supplied by OPEX or its authorized third-party providers. These proprietary materials are covered by various patents and copyrights, which are either owned or licensed by OPEX and Customer is not permitted to copy, reproduce, decompile, disassemble, reverse-engineer or alter in any manner without prior written consent and licensing from an authorized representative of OPEX. Some of these proprietary materials also carry additional annual licensing fees, as indicated in the below section.

SOFTWARE LICENSE

OPEX grants to Customer a personal, revocable, non-perpetual, non-transferable, and non-exclusive license, without right of sublicense, to use the Software during the Fixed Warranty Period. The continuation of Customer's right to use the Software is contingent on Customer's timely payment of the annual recurring annual Software license fees, in accordance with OPEX's published annual rates and Software license terms. Such License Fees ("License Fees") are in addition to any charges for OPEX maintenance services. As a convenience to you, OPEX may include the License Fees for the Software in its annual service contract charges. In addition to the above Software Warranty Terms, the first year's Software license fees may be listed on the Proposal pricing page and the OPEX Software Use License Agreement can be provided to Customer upon request.

If Customer elects not to purchase an OPEX service contract after conclusion of the Fixed Warranty Period or if the OPEX service contract is cancelled at any time, diagnostic software may be licensed on an annual basis per machine, in accordance with OPEX's pricing and terms and conditions then in effect.

CONFIDENTIALITY

The information contained in this document is proprietary and may not be distributed to any third party without the prior written consent of OPEX.

CONTACT INFORMATION

At OPEX Corporation, we strive to provide the highest levels of customer satisfaction from all facets of the company. I look forward to meeting with you in person to review this proposal and answer any questions you may have. You can also visit our website at **www.opex.com** to find out more about OPEX products and services.

Should you need to speak with me in the meantime, please do not hesitate to contact me at 856.727.1100, or simply reply to my email. Thank you again for the opportunity to serve your organization.

OPEX Corporation
305 Commerce Drive, Moorestown, NJ 08057-4234

Phone: 856.727.1100 Fax: 856.727.1955
Email: jresnick@opex.com

BILL TO:
Forsyth County Water
514 WEST MAPLE STREET
SUITE 801
Cumming GA , US 30040

SHIP TO:
Melissa Hogan
Forsyth County Water
514 WEST MAPLE STREET
SUITE 801
Cumming GA , US 30040

Equalis Contract #COG-2112A

QTY	DESCRIPTION	SELL PRICE	LINE TOTAL
1	FALCON+ BASE MACHINE W/CORRUGATOR (NA) 120V	$54,300.00	$54,300.00
1	FALCON+ COMPUTER | WINDOWS 11 64 BIT UEFI | WIRELESS KEYBOARD AND MOUSE	Included	Included
1	FALCON+ MICR (PLUS)	$6,015.00	$6,015.00
1	FALCON+ RR STANDARD PRNTR ONLY	$815.00	$815.00
1	M72 BASE W/MILLING TOP CUTTER|110V| OFFICE VERSION	$42,200.00	$42,200.00
1	ENVL CATCHER|M72	$115.00	$115.00
1	Service - FALCON+ BASE MACHINE W/ CORRUGATOR (NA) 120V	$9,490.00	$9,490.00
1	Service - FALCON+ MICR PLUS ANNUAL LICENSE FEE	$975.00	$975.00
1	Service - MODEL72	$3,415.00	$3,415.00
1	TRADE-IN ALLOWANCE	-$500.00	-$500.00
1	ESTIMATED FREIGHT	$2,137.00	$2,137.00
		EQUIPMENT (USD)	$102,945.00
		SERVICE (USD)	$13,880.00
		FREIGHT ESTIMATE (USD)	$2,137.00
		TOTAL (USD)	$118,962.00

All prices quoted above exclude applicable taxes.

Any applicable software licensing and/or maintenance fees are due on an annual basis in accordance with OPEX's published rates and terms then in effect. These fees are normally itemized on the annual Maintenance Agreement invoice but are billed separately in the event you do not have an OPEX service contract.

To place an order, please return one signed original to OPEX with your payment or purchase order. Thank you.

Signature: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A - STANDARD TERMS AND CONDITIONS OF SALE

(Version 1.0 - January 24, 2023)

1. Definitions. These Standard Terms and Conditions of Sale ("Terms") shall solely and exclusively apply to the purchase of hardware and/or software (including embedded software) which may be individually referred to as "Product" or collectively referred to "Products" and/or services ("Services") as described in the accompanying proposal ("Proposal"). "Customer" is the entity identified on the cover page of this Proposal that will purchase the Products and/or Services. OPEX and/or Customer may be referred to herein as "a Party" or, collectively, as "the Parties."

2. Acceptance of Terms; Applicability; Cancellation. These Terms together with the Proposal and attachments prepared by OPEX comprise the entire agreement between the Parties (collectively, the "Agreement"). Customer's acceptance is expressly limited to this Agreement and shall be accepted by Customer upon submission of a signed copy of this Proposal or issuing a firm purchase order to OPEX. Any purchase order(s) that is issued by Customer is made expressly subject to the terms and conditions of the Agreement and any additional terms that are preprinted and/or referenced on Customer's purchase order form, invoice or similar document are null, void, and of no effect, unless an authorized representative of OPEX expressly agrees in writing to such terms. If the Parties have an already preexisting valid agreement fully executed by both Parties controlling the Products and Services described in the Proposal, then such agreement will prevail.Customer may cancel the purchase of the Product(s) specified in the Proposal contingent on OPEX receiving the written cancellation notice no later than sixty (60) calendar days prior to the scheduled shipment date of the Product(s).

3. Late Payments. Customer shall pay a late payment charge at the lesser of 2% per month or the highest amount permitted by applicable law on all past due invoices.

4. Title; Risk of Loss. Title in the Product (except in Software, which is made available by license only) shall transfer to Customer upon full payment by Customer. OPEX will, however, unless otherwise directed in writing by Customer, prepay freight fees and add such fees on the invoice, to be fully paid for by Customer. Risk of loss in the Product shall automatically pass to Customer upon shipment from OPEX's facilities.

5. Warranty Exclusions. In addition to the warranty terms as provided in the Proposal, Customer agrees that OPEX shall not have any responsibility or liability under this Agreement under warranty or otherwise for: (i) operation, handling, or use of any Product in a manner inconsistent with OPEX's published written specifications; (ii) damage, problems, misuse, neglect or defects resulting from improper installation, adjustment, repair, maintenance or alteration by individuals other than those employed by OPEX; (iv) removal, modification or disregard of the Product's safety mechanisms or user safety instructions; (v) environment system(s) or control(s) at Customer's site; or (v) Customer's computer network(s), Internet connectivity, and/or third-party software not furnished by OPEX.

6. Customer's Data Storage Responsibility. The Products sold by OPEX are not intended to store scanned or batched images or data. Customer is advised to designate their other separate network equipment, such as one or more optional servers, to store these images and data. It is Customer's sole responsibility to ensure that the Products purchased from OPEX are not configured to write or store images or data after scanning and batching. In all cases, Customer agrees to be solely responsible for the confidentiality and security of all scanned and batched images and data, and OPEX will not be responsible for the loss of such images or data.

7. General Indemnity. Subject to and in accordance with the terms set forth in Section 8 below, each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party and its parent company, and all of its direct and indirect officers, directors, employees, agents, and their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees (each, an "Indemnified Party") from any and all claims, demands, suits, losses, liabilities, damages, and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "Claim") that is brought against the Indemnified Party by a third party in connection with or arising from bodily injury (including death) to persons resulting from the negligent acts or omissions of the Indemnifying Party, its employees, agents, authorized representatives or subcontractors, in connection with or arising out of this Agreement. The Indemnified Party agrees to provide Indemnifying Party with prompt written notice of any such Claim and permit the Indemnifying Party full and complete authority to defend such Claim, and the Indemnified Party will cooperate fully in such defense. The Indemnified Party retains the right to participate in the defense against any such Claim at its sole cost and expense, and the right to consent to any settlement, which consent will not unreasonably be withheld or delayed.

8. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES,

INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR ANTICIPATED PROFITS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, LOSS OR INACCURACY OF DATA, AND COSTS OF PROCURING SUBSTITUTE PRODUCTS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S GROSS NEGLIENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMTED TO THE TOTAL FEES PAID BY CUSTOMER TO OPEX FOR THE PRODUCT GIVING RISE TO SUCH CLAIM. THE FOREGOING PROVISION SETS FORTH THE ENTIRE LIABILITY, AND OBLIGATION AND THE SOLE AND EXCLUSIVE RIGHTS AND REMEDIES OF EACH PARTY WITH RESPECT TO ANY CLAIMS UNDER THIS AGREEMENT EXCLUDING SECTION 9 WHICH SHALL BE BASED SOLELY AND EXCLUSIVELY ON THE TERMS AS PROVIDED BELOW AND FURTHER EXCLUDE OPEX'S BREACH OF ITS WARRANTY OBLIGATIONS FOR THE PRODUCTS WHICH SHALL BE BASED SOLELY AND EXCLUSIVELY ON THE REMEDIES SET FORTH IN THE PROPOSAL.

9. Patent, Copyright and Trademark Infringement Indemnification. OPEX will (i) indemnify, hold harmless and defend Customer, at OPEX's expense, from and against any claim brought against Customer alleging that any portion of the Product infringes a European Union, Canadian or United States patent, copyright, trademark, or other intellectual property right, of any third party; and (ii) hold Customer harmless from and against all costs and damages finally awarded, provided that OPEX is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the foregoing claim, OPEX may: (a) obtain for Customer the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) if remedies (a) and (b) are not reasonably available, grant Customer a depreciated refund pro-rata based upon a sixty (60) month life, measured from the original installation date of the Product. Notwithstanding the foregoing, OPEX will have no obligation and/or liability under this Section 9 if the alleged infringement is based upon the use or sale of the Product(s) in combination with other products, materials, goods or devices not furnished or approved by OPEX. OPEX DISCLAIMS ALL OTHER LIABILITY FOR PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, INCLUDING ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE RIGHTS STATED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY.

10. Force Majeure. Except for Customer's payment obligations, neither OPEX nor Customer shall be held responsible and/or liable for any delay or failure in performance of this Agreement caused by fires, strikes, civil commotion, embargoes, government requirements, acts of God or public enemy or any other circumstances beyond the reasonable control and not involving any fault or negligence of the delayed Party.

11. Governing Law; Venue. This Agreement is governed by and construed in all respects in accordance with the substantive laws and regulations of the State of New Jersey, U.S.A., without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts in the State of New Jersey in connection with any actions or proceedings arising out of or relating to this Agreement.

12. Survival. The obligations hereunder which by their terms will continue in full force and effect after the termination, expiration or completion of this Agreement (including but not limited to Sections 5 through 9) shall survive such termination, expiration or completion.

13. Miscellaneous. This Agreement including applicable invoices constitutes the entire agreement and understanding between OPEX and Customer as to the subject matter of the Agreement and supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions, whether oral or written implied or express. Neither Party has entered into this Agreement in reliance of any promise, representation, or warranty not contained herein. If the Parties entered into a separate valid written agreement for the Products and/or Services, then the terms of that agreement apply as set forth in Section 2.No waiver by a Party of any of the provisions of these Terms is effective unless explicitly set forth in a writing that specifically references these Terms and is signed by both Parties. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any provision of this Agreement is held to be prohibited or unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Customer will not assign this Agreement or accepted order for the Products, in whole or in part, without OPEX's prior written consent.

May 1, 2025

Bradley Wright
Forsyth County Water
514 West Maple Street
Suite 801
Cumming, GA 30040
BRWright@forsythco.com

Re: OPEX Corporation – Sole Source Information Falcon+® RED™

Dear Bradley Wright:

The OPEX® Falcon+® RED™ combines the power of our scanning technology with the OPEX Model 72™ mail extractor and is manufactured by OPEX Corporation, with worldwide headquarters located in Moorestown, New Jersey. OPEX is the sole manufacturer of this unique product and is solely responsible for its distribution into the marketplace.

What makes the OPEX Falcon+ RED truly one-of-a-kind is:

- Like its predecessor the OPEX Falcon, the OPEX Falcon+ combines OPEX's innovative one-step drop feed scanning with the performance of a high-capacity production scanner, providing the only universal document scanning workstations on the market.
- The Falcon+ universal document feeder reduces the need to prepare documents prior to scanning, which enables documents to be fed as both single pages or in stacks of intermixed weights and sizes.
- Falcon+ offers four versatile feeding options: continuous drop-feed, packet feed, high-capacity auto feed, and a rescan feeder.
- Falcon+ offers three (3) programmable sort bins.
- The Falcon+ offers enhanced multi-feed detection with seven (7) strategically placed Ultrasonic Multi-Feed Detectors (MFDs) that recognize double feeds, sticky notes and turned corners anywhere on a page and notifies the operator, helping produce the most accurate scanning results in the market.
- The Falcon+ Thickness Measuring Device (TMD) will automatically detect and classify envelopes as transaction separators and allows operators to override the TMD feature when scanning thin or fragile documents.
- The Falcon+ can easily process anything from thick paper to onion skin and fragile or damaged pieces without pre-sorting, and it can process envelopes and file folders, receipts, and other small pages without taping or copying, and in addition the Falcon+ can handle three dimensional objects and X-rays with ease, all of which can be imaged and placed directly into the electronic record – nearly any style or type of document can be scanned.
- Integrated customizable work surface
- OPEX's feature-rich CertainScan™ software is the perfect complement to Falcon+ building customized scanning jobs, identifying page types within a job and automating many traditional job prep activities all while integrating with your software. Falcon+ captures images up to 600 dpi to output as you wish.
- Falcon+ combines OPEX's unique drop feed scanning with *VRS Technology image enhancement software to be the only product of its kind which is exclusively manufactured and distributed by OPEX.
  *VRS is a registered trademark of Kofax, Inc.

What makes the single-station OPEX Model 72 truly one-of-a-kind is:

- A **Friction Feeder** that is designed to run mixed length and height mail together --- intermixed processing is no longer difficult.

- The ability to open envelopes up to **3/8" thick**, in sizes ranging from 3.50" x 5.00" up to 6.380" x 11.50".
- An **Auto-Jogger Transport** (shifting contents away from the cut edges of the envelope); each envelope is Auto-Jogged to shift contents away from both cut edges to achieve a new level of content protection.
- The Model 72 is the only extractor in the market that can be **field upgraded at a later date to the Falcon+** universal document scanner to make it a truly one-of-a-kind solution.

By combining mail extraction with image capture, it is no longer necessary to route paper outside of the mailroom to be processed. In just one step, the Falcon+ RED operator can open, extract, identify, capture, orient, sort, print an audit trail, and output mail contents. ***No other mail extraction or scanning product available in the marketplace today offers this combination of features available on the OPEX Falcon+ RED scanner.***

OPEX is also the sole authorized source for parts and service on its equipment. No third party has been authorized to act on behalf of OPEX regarding OPEX warranty service or maintenance support. Warranty claims and end user maintenance requests are handled exclusively by service technicians who are direct employees of OPEX's national service organization.

Additionally, please be advised that the Falcon+ RED and Model 72 equipment utilizes proprietary service diagnostic software covered by various patents and copyrights. OPEX has not released this software to third parties. To effectively support OPEX equipment, these third parties would have to develop their own diagnostic software.

I trust this information is helpful. If you have any questions, or need additional information, please do not hesitate to contact me at (856) 727-1100, or via email, aename@opex.com.

Sincerely,
OPEX Corporation

Jason Resnick

Business Development Manager
856-727-1100 x5748| jresnick@opex.com | www.opex.com

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Employment Services	**Submitted by:**	Charity Clark, Director, Employee Services
Date Submitted:	05/12/2025	**Presenter:**	Charity Clark
Meeting Date:	5/20/2025	**Department Head:**	Charity Clark

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes**

If time sensitive, what is the deadline date?
5/20/2025

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of the Professional Services and Business Associate Agreements with Med Investors Development, LLC, d/b/a One to One Health, for consulting support for the Employee Center onsite clinic strategy, launch planning, healthcare and wellness delivery for a not-to-exceed amount of $18,000.00. Staff requests this item be considered on a *"Time Sensitive"* basis - Director, Department of Employment Services

Recommended Action: **Approve**

Budgetary Information:

Account Name	Amount Requested	Budgeted Amount Available	Account Number To Be Charged
Professional Services	$18,000	$380,831	61515540-521200

Finance Department Review/Comments:

Reviewed by: Laura Calfee

Comments:

Procurement Department Review/Comments:

Reviewed by:

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: Yes

Attorney Jeff Strickland

Comments: Both agreements drafted and reviewed by JS

Comments by Legal:

Workflow Selected: **CM Approval w/ Procurement and Finance Review**

Approval List:

Charity Clark, Employment Services	Created/Initiated - 5/12/2025
Charity Clark, Employment Services	Approved - 5/12/2025
Adrian Casey, Procurement	Approved - 5/16/2025
Laura Calfee, Finance	Approved - 5/16/2025
David McKee, Administration	New -

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. _____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into as of May 20, 2025 (the "Effective Date") by and between **FORSYTH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Forsyth County Board of Commissioners ("County"), and **MED INVESTORS DEVELOPMENT, LLC**, a Tennessee limited liability company, dba ONE TO ONE HEALTH ("Consultant"), collectively, the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain Consultant to provide certain services generally described as consulting support for Forsyth County's Employee Health Program and Employee Center to include onsite clinic strategy, launch planning, and broader healthcare and wellness delivery; and

WHEREAS, the Consultant has represented that it is qualified by training and experience to perform the Work (as hereinafter defined); and

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

WHEREAS, the public interest will be served by this Agreement.

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

I. SCOPE OF SERVICES AND TERMINATION DATE

A. **Exhibits Incorporated into this Agreement.** The following Exhibits are attached hereto and incorporated herein by this reference:

- **Exhibit "A"** – Statement of Work
- **Exhibit "B"** – Key Personnel
- **Exhibit "C"** – Insurance Requirements
- **Exhibit "D"** – Consultant Affidavit
- **Exhibit "E"** – Subcontractor Affidavit

B. **The Services.** The services to be completed under this Agreement (the "Work") are described in the Statement of Work ("SOW") set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference. Consultant shall report to and receive day-to-day project direction from the County's Employment Services Director (the "Director"), or their designee, who shall determine the scope of each project and prioritization of the projects to be completed as part of the Services.

C. **Work Changes.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the County authorizing and directing a change in services. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time and shall be delivered to Consultant. Consultant must submit any claim regarding such adjustment in price or completion time in writing within thirty (30) days of receiving notice of the change order. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time, to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Consultant shall proceed with the changed Work. No claim for additional compensation or extension of time shall be recognized unless contained in a written change order duly executed on behalf of the County.

D. **Term of Agreement.** Consultant shall perform its services in a prompt and timely manner which will not impose delays on the progress of the Work. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) **November 31, 2025** (the "Term").

E. **Key Personnel.** All the individuals identified in **Exhibit "B",** attached hereto and incorporated herein by reference, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's members of the project team, as listed in **Exhibit "B"**, without written approval of the County. Consultant recognizes that the composition of this team was instrumental in the County's decision to enter into this Agreement with Consultant and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination. Consultant shall not subcontract with any third party for the performance of any portion of the Work without the prior written consent of the County. Consultant shall be solely responsible for any such subcontractors in terms of performance and compensation.

II. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Consultant for the Work performed and costs incurred by Consultant upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibit "A"** attached hereto shall be paid to the Consultant upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include the Contract number and an itemized statement of the Work completed, including a breakdown of the Work completed during the invoice period for each task or component of the Work as a percentage of the total Work authorized for such task or component. No payment will be made for Work performed until the Consultant furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section I above. The County shall pay the Consultant within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not in any case exceed the amount specified in **Exhibit "A"** attached

hereto, except as outlined in Section II above, and the Consultant represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

C. The compensation as provided for in this Agreement shall be received by Consultant as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit "A"** attached hereto. There shall be no percentage mark-up.

III. COVENANTS OF CONSULTANT

A. Expertise of Consultant; Licenses, Certification and Permits; Performance.

Consultant recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Consultant under this Agreement. The Consultant shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Consultant covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Consultant under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies, guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent medical practitioners practicing under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Consultant in not complying with this Section or any other part of this Agreement will be provided by Consultant at no additional cost to the County. This provision shall survive termination of this Agreement.

B. County's Reliance on the Work.

The Consultant acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Consultant and that, therefore, the County bears no responsibility for Consultant's Work performed under this Agreement. The Consultant acknowledges and agrees that the acceptance of plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Consultant's performance. Consultant further agrees that no approval of plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and/or industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and/or industry principals.

C. Assignment of Agreement.

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

D. Responsibility of Consultant and Indemnification of County.

Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Consultant shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, and volunteers (each party individually, an "Indemnified Party") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subconsultant, anyone directly or indirectly employed by Consultant or subconsultant, or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "Indemnity Obligation"); provided that such Indemnity Obligation shall apply to Liabilities to the fullest extent permitted under O.C.G.A. § 13-8-2(c) and to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor, or anyone for whose acts Consultant or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

E. Independent Contractor.

Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Consultant or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give the County the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

F. Insurance.

The Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Consultant, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Consultant shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit "C"**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Consultant under this Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Consultant for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Consultant shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Consultant's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an AM Best policyholder's rating of no less than "A-" and with a financial rating of class VII or greater.

G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.

Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Consultant shall provide evidence on County-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

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

In the event the Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, the Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

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

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

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

H. <u>Records, Reports and Audits</u>

(1) <u>Records</u>:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Consultant in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Consultant by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years

or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Consultant shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Consultant shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Consultant will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I. Conflicts of Interest. Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the Forsyth County Code of Ethics.

J. Information Received from County; Confidentiality. Consultant shall be required to provide immediate written notice to the County if Consultant knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Consultant acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

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

K. Authority to Contract. The Consultant and individual signing on behalf of Consultant below covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement.

L. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Consultant ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Consultant may retain a copy of any deliverables for its records. The Consultant assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

M. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

N. **Contracts with Local Governments.** As provided in O.C.G.A. § 36-80-28, Consultant covenants and agrees that:

(1) Consultant shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Consultant shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Consultant acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

IV. PERFORMANCE STANDARDS; TERMINATION

A. The County may evaluate Consultant's performance on a monthly basis. If requirements are not being met, the County will notify the Consultant, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Consultant must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Consultant.

B. If the County determines, under any circumstance, that Consultant has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Consultant.

C. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Consultant within thirty (30) days of Consultant providing the County with a proper notice of a delinquent payment and an opportunity to cure.

D. Upon termination, the County shall provide for payment to the Consultant for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Consultant in performing this Agreement, whether completed or in process, in the form specified by the County.

F. The rights and remedies of the County and the Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

I. MISCELLANEOUS

A. **Entire Agreement**. This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section I above) or other document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns**. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

C. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Forsyth County, Georgia, and Consultant submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed

provisions or portions thereof would be determined illegal, invalid, or unenforceable.

E. Business License. Prior to commencement of the services to be provided hereunder, Consultant shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Consultant provides evidence that no such license is required.

F. Notices. All other notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:
Attn: Charity Clark
Director Department of Employment Services
Forsyth County, Georgia
110 E. Main Street, Suite 230
Cumming, Georgia 30040

NOTICE TO THE CONSULTANT shall be sent to:
Attn: Christi Coleman
SVP of Market Development and Strategy
One to One Health
1110 Market Street, Suite 502
Chattanooga, Tennessee 37402

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

H. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

J. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Consultant represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K. **Force Majeure.** Neither the County nor Consultant shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Consultant; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

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

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

CONSULTANT:

MED INVESTORS DEVELOPMENT, LLC

By: Christi Coleman
Christi Coleman (May 15, 2025 20:29 CDT)

Christi Coleman, SVP of Market Development and Strategy

COUNTY:

FORSYTH COUNTY, GEORGIA

By: _____

Alfred John, Chairman

[COUNTY SEAL]

Attest:

By: _____
Kiersten Law, County Clerk

EXHIBIT A

Statement of Work

1. **Agreement Overview**

- **Parties Involved**:
  - Forsyth County Government (Client)
  - One to One Health (Consultant)
- **Effective Date**: May 20, 2025
- **Term**: 6 months
- **Purpose**:
  This agreement is for consulting services to advise Client on the strategy and launch of the Client's onsite Employee Center and broader healthcare delivery strategy, including but not limited to primary care, acute care, wellbeing, mental health, occupational health, and RX. Client will leverage One to One Health's professional expertise to establish the strategy and plan for an effective launch.

2. **Scope of Services**

- **Phase 1: Strategy Development**
  - Assessment of current (and previous) primary care and occupational health offerings
  - Benchmarking against industry and public sector best practices in employer-based care
  - Development of a tailored strategy for onsite clinic services, including operational goals, staffing, and resource allocation
  - Creation of a comprehensive primary care strategy, ensuring integration with broader healthcare objectives
- **Phase 2: Launch Planning and Support**
  - Assistance with the implementation of the strategy, including coordination with healthcare providers, vendors, and other stakeholders
  - Guidance on the integration of occupational health services into primary care offerings
  - Support in establishing RX strategy and prescribing frameworks
  - Recommendations for measuring success and key performance indicators (KPIs)
- **Phase 3: Ongoing Support and Evaluation**
  - Monitoring the initial phase of rollout and performance evaluation
  - Providing feedback and suggesting adjustments to optimize services

3. **Deliverables**

- Written reports on strategic recommendations

- Operational launch plan and timeline
- KPIs for assessing the success of the onsite clinic and primary care program
- Documentation on the RX strategy, if applicable
- Ongoing assessment reports during the contract term

4. Fees and Payment Terms

- Fee Structure: $2,500/month (assuming 10 hours of collective work/month)
- Payment Schedule: Monthly
- Expenses: Any travel, accommodation, or other expenses will be reimbursed with prior approval

5. Responsibilities of the Client

- Provide access to necessary data and stakeholders
- Ensure cooperation with the consultant throughout the strategy and launch phases
- Timely decision-making and approvals to keep the project on schedule

6. Confidentiality and Non-Disclosure

- Agreement to keep all proprietary and confidential information shared during the course of the contract confidential

7. Termination

- Either party may terminate the agreement (e.g., non-performance, breach of contract, mutual agreement) at any time.

Addendum: Consultant Interviews for RFP Process

This addendum supplements the original Consulting Statement of Work to include support for conducting broker/consultant interviews as part of Client's RFP process.

1. **Purpose**

   - To engage Client to assist with the identification, interview, and evaluation of potential consultants as part of the Client's RFP process.

2. **Scope of Services**

   - **Consultant Interview Process Support**:
     - Assist in drafting interview questions and evaluation criteria for prospective consultants
     - If desired, facilitate interviews with shortlisted consultants
     - Provide expertise in assessing consultants' ability to meet the municipal government's specific needs in employer-based care, occupational health, and RX strategy
   - **Evaluation and Recommendations**:
     - Provide an evaluation report on the interview outcomes, with an understanding of firms or individuals best suited to support the Client's strategy

3. **Deliverables**

   - Interview questions and scoring guidelines for RFP interviews, and interview participation (if desired)
   - Summaries of consultant interviews, including strengths, weaknesses, and fit with Client objectives

4. **Confidentiality and Non-Disclosure**

   - Extend confidentiality obligations to the consultant interview process, ensuring that all interviews, evaluations, and related materials are kept confidential

EXHIBIT B

Key Personnel

Name	Position/Title
Christi Coleman	SVP of Market Development and Strategy
Keith Helton, MD	Founder
Wil Trohanis	Chief Revenue Officer

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall provide County with a Certificate of Insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Consultant shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Consultant, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1.	Statutory Workers' Compensation Insurance and Employer's Liability:		
	a)	Workers' Compensation	Statutory Requirement
	b)	Employer's Liability, per Occurrence	$1,000,000
2.	Comprehensive General Liability Insurance:		
	a)	Per Occurrence Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
	b)	Personal & Advertising Injury Limit	$1,000,000
	c)	General Aggregate Limit	$2,000,000
	d)	Products/Completed Operations Aggregate Limit	$2,000,000
3.	Comprehensive Automobile Liability Insurance:		
	a)	Per Occurrence Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
	b)	Comprehensive form covering all owned, non-owned, and hired vehicles	
4.	Excess Umbrella Liability Insurance:		
	a)	Per Occurrence and Aggregate Limit	$3,000,000
	b)	Coverage at least as broad as primary coverage as under 1, 2, and 3 above	
5.	Professional Liability Insurance:		
	a)	Per Occurrence	$1,000,000
	b)	Aggregate Limit	$3,000,000
6.	Cyber Liability Insurance:		
	a)	Per Occurrence	$1,000,000
	b)	Aggregate Limit	$3,000,000

EXHIBIT D

STATE OF _____
COUNTY OF _____

CONSULTANT AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Forsyth County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Consultant will continue to use the federal work authorization program throughout the contract period and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant agrees that the employee-number category designated below is applicable to the Consultant.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

FORSYTH COUNTY, GEORGIA
Name of Public Employer

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

Executed on _____, _____, 2025 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
_____

EXHIBIT E

STATE OF_____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

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

_____500 or more employees _____100 or more employees _____Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Forsyth County, Georgia

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

Executed on _____, 2025 in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____DAY OF _____, 2025.

_____
NOTARY PUBLIC

My Commission Expires: _____

[NOTARY PUBLIC]

REQUEST FOR QUALIFICATIONS

Final Audit Report 2025-05-16

Created:	2025-05-16
By:	Laura Bynum (lbbynum@121.health)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv-mGCpyXiiNq3ipoh_hBXQeV_4IKKqYf

"REQUEST FOR QUALIFICATIONS" History

Document created by Laura Bynum (lbbynum@121.health)
2025-05-16 - 0:15:52 AM GMT

Document emailed to Christi Coleman (christi.coleman@121.health) for signature
2025-05-16 - 0:15:57 AM GMT

Email viewed by Christi Coleman (christi.coleman@121.health)
2025-05-16 - 1:28:32 AM GMT

Document e-signed by Christi Coleman (christi.coleman@121.health)
Signature Date: 2025-05-16 - 1:29:02 AM GMT - Time Source: server

Agreement completed.
2025-05-16 - 1:29:02 AM GMT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement"), is made as of the ___ day of 5/15/2025, 2025 (the "Effective Date"), by and between **MED INVESTORS DEVELOPMENT, LLC**, a Tennessee limited liability company, dba ONE TO ONE HEALTH ("One to One Health" or "Business Associate") and **FORSYTH COUNTY**, a political subdivision of the State of Georgia ("Covered Entity") (collectively, the "Parties").

Defined Terms

All terms that are capitalized in this Agreement, when they would not be capitalized normally, have the meanings set forth in parentheses in this Agreement, or the meanings set forth in the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act").

Status under HIPAA Rules

1. Forsyth County maintains an Employment Services Department (the "Department") and is a Covered Entity within the meaning of the Privacy, Security, Breach Notification, and Enforcement Rules set forth at 45 CFR Part 160 and Part 164 (the "HIPAA Rules"), and as such is required to comply with the HIPAA Rules and the provisions of the HITECH Act.

2. Management of the Department includes compilation and use of various Protected Health Information ("PHI") which are subject to the HIPAA Rules and provisions of the HITECH Act.

3. One to One Health is a Business Associate to the Department based on the consulting services One to One Health will provide to the Department under that certain Professional Services Agreement of even date herewith, to which a copy of this Agreement is appended.

4. Pursuant to the requirements of the HITECH Act, due to its status as a Business Associate, One to One Health is required to comply with certain provisions of the HIPAA Rules and with the terms of this Agreement.

Forsyth County/Covered Entity's Representations

5. Covered Entity will provide Business Associate with any changes in, or revocation of, an authorization by an Individual to use or disclose PHI, if Covered Entity knows of the changes or revocation and the changes affect Business Associate's permitted or required uses and disclosures.

6. Covered Entity shall provide Business Associate with the notice of privacy practices that the Plan produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice that may affect Business Associate's provision of services under this Agreement.

One to One Health/Business Associate's Obligations and Activities

7. Business Associate will not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement, by the express written authorization of the Individual to which it pertains, or as Required by Law and any Use or Disclosure shall be in compliance with each of the applicable requirements of 45 CFR §164.504(e).

8. Business Associate will implement administrative, physical and technical safeguards (including security policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan, in compliance with 45 CFR §§164.308, 164.310, and 164.312, and shall document such safeguards in accordance with 45 CFR §164.316.

9. Business Associate will report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Breaches of Unsecured Protected Health Information as required at 45 CFR §164.410, and any Security Incident of which it becomes aware.

10. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, in accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2).

11. Business Associate will make internal practices, books, and records relating to the use and disclosure of PHI created or received by Business Associate on behalf of the Plan, available to the insurance company or Plan Administrator. In addition, at the request of the insurance company, Covered Entity or the Secretary of the Department of Health and Human Services, Business Associate shall make such practices, books and records available to the Secretary for purposes of the Secretary determining the Plan's compliance with the HIPAA Rules.

12. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement of which it becomes aware.

13. Business Associate does not maintain any PHI in a Designated Record Set.

14. Within fifteen (15) days of receiving a request from the Covered Entity, Business Associate agrees to assist the Plan in responding to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Therefore, Business Associate shall provide to the Privacy Officer of the Plan, a copy of the disclosures documented in accordance with Section 17 of this Agreement.

Permitted Uses and Disclosures by Business Associate

15. Except as described in Section 16, Business Associate only will provide PHI it maintains to the employees of Covered Entity who are authorized by the Plan to review PHI, and the Privacy Officer.

16. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing consulting services to Covered Entity as described in Section 3 above.

17. Business Associate may use or disclose PHI on behalf of, or to provide services to, the Plan for the purposes listed above, if such use or disclosure of PHI would not violate the HIPAA Rules if done by the Covered Entity. The uses and disclosures of PHI required to perform the services listed in Section 16 above are expressly permitted by HIPAA.

18. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

19. Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the contractual responsibilities of the Business Associate if the disclosure is Required by Law, or a) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and b) the recipient notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

20. Business Associate shall make reasonable efforts to limit Uses of, Disclosures of, and requests for, PHI to a Limited Data Set or, if needed, to the minimum amount of PHI reasonably necessary to accomplish the intended purposes of such Use, Disclosure, or request; provided further that, upon the effective date of regulations defining the term "minimum necessary," Business Associate shall limit Uses and Disclosures of, and requests for, PHI to the minimum necessary as defined by such regulations.

21. Upon discovery of a breach (or suspected breach) of PHI within the control of Business Associate or within the control of Business Associate's agent, vendor, subcontractor, or other third party contractor, whether or not affiliated with Business Associate, which occurs on or after the effective date of this Agreement, Business Associate shall evaluate whether such breach constitutes a "Breach" of "Unsecured PHI", as such terms are defined in 45 CFR §164.402. If a Breach of Unsecured PHI has occurred, Business Associate shall:

    (i) without unreasonable delay and in no case later than thirty (30) business days after the Breach is treated as discovered pursuant to 45 CFR §164.404(a)(2), notify the Plan's Privacy Officer in accordance with 45 CFR §164.410;

(ii) on behalf of the Plan and the Plan Sponsor, notify each Individual whose Unsecured PHI has been, or is reasonably believed to have been, Breached, of the Breach in accordance with 45 CFR §164.404;

(iii) on behalf of the Plan and the Plan Sponsor, provide any notice to the media that is required in accordance with 45 CFR §164.406; and

(iv) on behalf of the Plan and the Plan Sponsor, provide any notice to the Secretary of the Department of Health and Human Services that is required is accordance with 45 CFR §164.408.

Any notification to be provided by Business Associate on behalf of the Plan and the Plan Sponsor shall be subject to the approval of the Plan Sponsor, which approval shall not unreasonably be withheld. For purposes of this provision, Business Associate shall not be considered to be acting as an agent of the Plan or Plan Sponsor (as "agent" is defined under federal common law).

22. Upon any breach (whether involving PHI or other data), Business Associate shall evaluate whether such breach is a breach requiring notice under any state laws. If Business Associate determines that such breach requires notices to be provided under any state law, Business Associate shall be responsible for providing such notices in accordance with the applicable state laws.

Term of the Agreement

23. This Agreement shall terminate when Business Associate stops providing the kind of services described in Section 16 on behalf of the Covered Entity or on the date the non-breaching party terminates for cause as authorized in paragraph 24 of this Section, whichever is sooner.

24. If either party to this Agreement knows of a material breach by the other party (hereafter the "Breaching Party"), the non-breaching party shall provide an opportunity for the Breaching Party to cure the breach or end the violation and terminate this Agreement.

The non-breaching party shall immediately terminate this Agreement if the Breaching Party does not cure the breach or end the violation within the time specified by the non-breaching party, or if the Breaching Party has breached a material term of this Agreement and cure is not possible.

If neither termination nor cure is feasible, the non-breaching party will report the violation to the Secretary.

25. Upon termination of this Agreement, for any reason, Business Associate shall destroy all PHI created or received by Business Associate on behalf of the Covered Entity that it no longer needs in order to manage and administer the Business Associate or carry out the contractual responsibilities of the Business Associate, or return such information to the Privacy Officer of the Covered Entity. This provision also shall apply to PHI that is in the

possession of subcontractors or agents of Business Associate. Business Associate shall extend the protections of this Agreement to any PHI it retains for so long as Business Associate maintains such PHI.

In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to the Privacy Officer of the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

In the event the Covered Entity and Business Associate agree that Business Associate shall retain PHI after the termination of this Agreement, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, Business Associate shall:

1. Retain only that PHI which is necessary for business associate to continue its proper management and administration to carry out its responsibilities hereunder;

2. Return to Covered Entity the remaining PHI that Business Associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with subpart C of 45 CFR part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section for as long as Business Associate retains the PHI;

4. Not to use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions which applied prior to termination; and

5. Return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its responsibilities hereunder.

Notices

26. All notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

Notice under this Agreement shall be provided to Business Associate at:

MED Investors Development, LLC
Attn: Christi Coleman
SVP of Market Development and Strategy
1110 Market Street, Suite 502
Chattanooga, Tennessee 37402

And to Forsyth County at:

Forsyth County Employment Services
Attn: Charity Clark, Director
110 E. Main Street, Suite 230
Cumming, Georgia 30040

Miscellaneous

27. Any reference in this Agreement to the HIPAA Rules or the HITECH Act means the HIPAA Rules or the HITECH Act as in effect or as amended and for which compliance is required.

28. The parties hereto agree to amend this Agreement as is necessary for compliance with the HIPAA Rules and the HITECH Act.

29. In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the HIPAA Rules or the HITECH Act, as may be expressly amended from time to time by the Department of Health and Human Services ("HHS") or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the parties to this Agreement, the interpretation of HHS, such court, or such regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with the rules of precedence.

30. The respective rights and obligations of Business Associate under Paragraphs 22, 23, and 26 hereof shall survive the termination of this Agreement.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, Business Associate and Covered Entity have executed this Agreement, which is effective as of the Effective Date first written above.

BUSINESS ASSOCIATE:

MED INVESTORS DEVELOPMENT, LLC

By: Christi Coleman
Christi Coleman (May 16, 2025 07:24 CDT)
Christi Coleman, SVP of Market Development and Strategy

COVERED ENTITY:

FORSYTH COUNTY, GEORGIA

By: _____
Alfred John, Chairman

Attest:

By:_____
Kiersten Law, County Clerk

Business Associate Agreement - One to One Health (05-06-2025)_Approvaland Chairman and Clerk Signature Needed[19]

Final Audit Report 2025-05-16

Created:	2025-05-16
By:	Laura Bynum (lbbynum@121.health)
Status:	Signed
Transaction ID:	CBJCHBCAABAApZvTXX6UNvodzkPrPrW-rIc68MKwIIP9

"Business Associate Agreement - One to One Health (05-06-2025)_Approvaland Chairman and Clerk Signature Needed[19]" History

Document created by Laura Bynum (lbbynum@121.health)
2025-05-16 - 10:20:46 AM GMT

Document emailed to Christi Coleman (christi.coleman@121.health) for signature
2025-05-16 - 10:20:50 AM GMT

Email viewed by Christi Coleman (christi.coleman@121.health)
2025-05-16 - 12:23:52 PM GMT

Document e-signed by Christi Coleman (christi.coleman@121.health)
Signature Date: 2025-05-16 - 12:24:14 PM GMT - Time Source: server

Agreement completed.
2025-05-16 - 12:24:14 PM GMT

Med Investors Development, LLC dba One to One Health

Budget Prepared for: Forsyth County
Employees: 1,650
State: Georgia
Contract Start Date: 1/1/26

Budget	2026
Pass-Thru Staffing	$ 343,153
Pass-Thru Costs	178,200
MGMT Fees	257,400
Implementation Fees	50,000
Total	**$ 828,753**
Pass-Thru Staffing	
MD	$ 24,000
NP/PA	168,658
MA	57,084
Practice Coordinator	93,411
Pass-Thru Staffing Total	**$ 343,153**
Pass-Thru Costs	
Clinic Lab Expense	$ 79,200
Clinic Medical Supplies	29,700
Clinic Technology/Software	49,500
Clinic Injectables Expense	19,800
Pass-Thru Cost Total	**$ 178,200**
Management & Other Fees	
Management Fee	$ 257,400
Total	**$ 257,400**
Implementation Fee	
Implementation Fee	$ 50,000
Total	**$ 50,000**
Optional Services	
24/7 TextCare	$ 118,800
*Wellness Program	79,200
Behavioral Health Provider	108,979
Total	**$ 306,979**

Includes incentive tracking, wellness programming, and challenges.

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Administration	**Submitted by:**	Kiersten Law, County Clerk
Date Submitted:	05/09/2025	**Presenter:**	ANTHONY TARNACKI
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration of modifying action previously adopted - Rule 3.02.01 - related to a Telecommunications Tower - Assistant County Manager / County Attorney

Recommended Action: **Accept**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO:
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **Clerks Only**

Approval List:

Kiersten Law, Administration	Created/Initiated - 5/9/2025
Kiersten Law, Administration	Final Approval - 5/9/2025

Department of Planning and Community Development Director, and Ken Jarrard, County Attorney, addressed the Board.

There was a motion by Commissioner Semanson and a second by Commissioner Hill to authorize staff to proceed with the Public Hearing process regarding amendments related to Residential Accessory Structures within Chapters 11 and 16 of the Unified Development Code. Motion carried unanimously.

Tom Brown, Department of Planning and Community Development Director, confirmed that the presentation at the Public Hearing will include final information on the maximum size of an accessory structure.

(24) Board consideration and possible direction regarding a County-Initiated Conditional Use Permit (CUP) for a telecommunication tower, Parcel 203-111, District 2

Brandon Kenney, Assistant County Manager, addressed and provided a presentation to the Board.

There was a motion by Commissioner Semanson and a second by Commissioner Mills to authorize staff to proceed with the Public Hearing process regarding a County-Initiated Conditional Use Permit (CUP) for a telecommunication tower, Parcel 203-111, as presented. Motion carried unanimously.

(25) Board discussion regarding whether to return Work Sessions to the Large Conference Room

Commissioner Semanson, David McKee, County Manager, and Rhonda Hansard, County Clerk, addressed the Board; the Board held a discussion.

There was a motion by Commissioner Levent and a second by Commissioner Mills for Work Sessions to remain in the Commissioners' Meeting Room. Motion carried with four members in favor (John, Mills, Hill, and Levent) and one member opposed (Semanson).

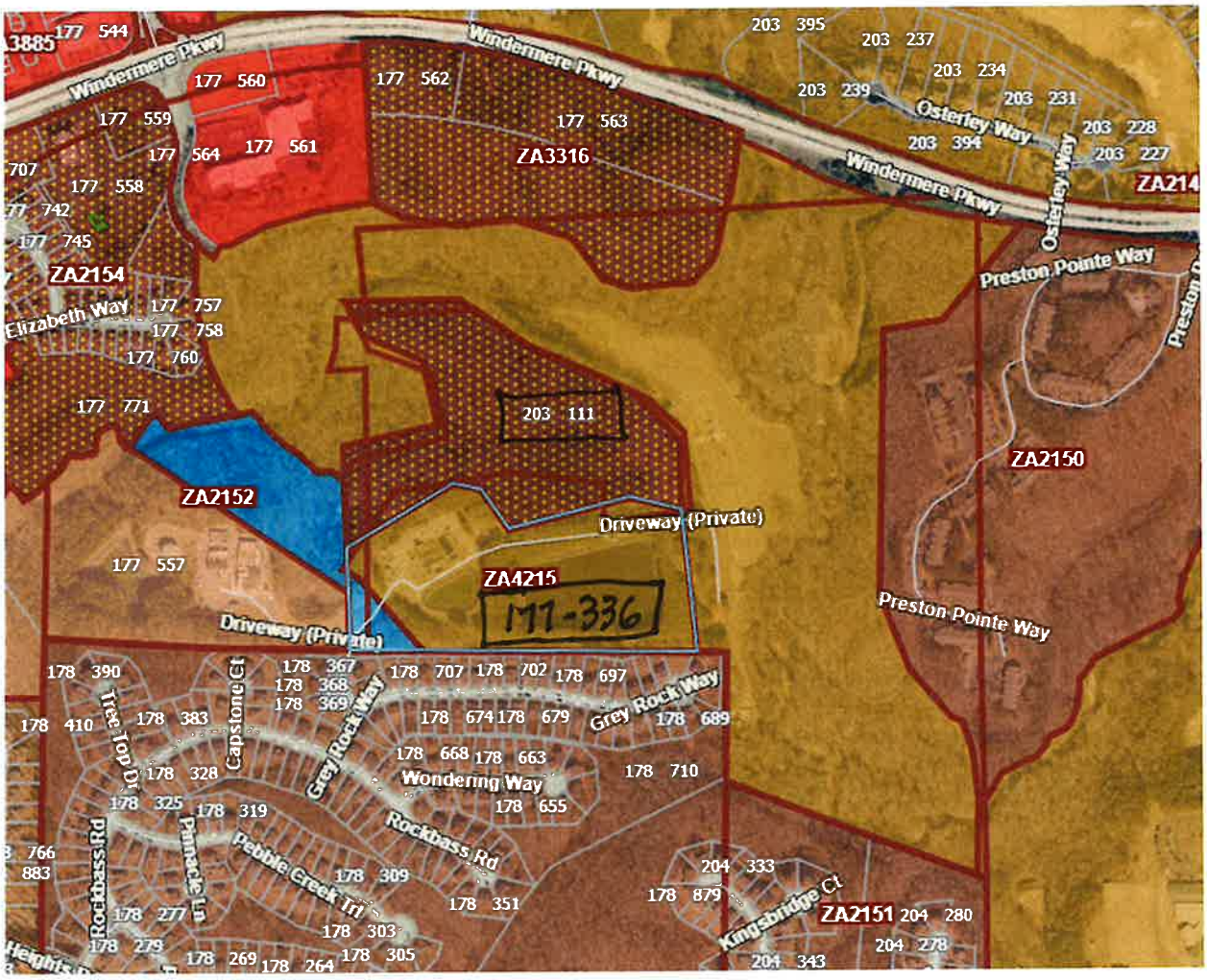
(26) Board consideration of a Resolution asking the local delegation to oppose SB188 regarding local restrictions for BTR (Build to Rent) communities. Staff requests this Item be considered on a "Time Sensitive" basis

Ken Jarrard, County Attorney, addressed the Board.

There was a motion by Commissioner Semanson and a second by Commissioner Mills to approve a Resolution asking the local delegation to oppose SB188 regarding local restrictions for BTR (Build to Rent) communities and that this Item is approved "*Time Sensitive*". Motion carried unanimously.

(27) Board appointment of Kristin Keith to serve as the School System Representative on the local Division of Family & Children Services (DFACS) Advisory Board with a term to begin effective immediately and expire on September 14, 2027. Staff requests this Item be considered on a "Time Sensitive" basis

David McKee, County Manager, addressed the Board.


Windermere Pkwy
Osterley Way
Preston Pointe Way
Elizabeth Way
ZA2154
ZA3316
ZA2152
ZA4215
ZA2150
ZA2151
Driveway (Private)
Capstone Ct
Grey Rock Way
Wondering Way
Rockbass Rd
Pebble Creek Trl
Pinnacle Ln
Tree Top Dr
Kingsbridge Ct
177-336

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Legal	**Submitted by:**	Kathleen Gutierrez
Date Submitted:	04/29/2025	**Presenter:**	Ken Jarrard
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration of a Resolution to initiate the abandonment of a portion of Grant's Path (public right-of-way) as requested by abutting property owners - County Attorney

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:

Comments:

Procurement Department Review/Comments:

Reviewed by:

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO: Yes

Reviewed by: Jeff Strickland

Comments:

Comments by Legal:

Workflow Selected: **Legal Only**

Approval List:

Kathleen Gutierrez, Legal	Created/Initiated - 4/29/2025
Kiersten Law, Administration	Final Approval - 5/7/2025

A RESOLUTION BY THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA, TO DETERMINE THAT CERTAIN COUNTY RIGHT-OF-WAY NO LONGER SERVES A SUBSTANTIAL PUBLIC PURPOSE; TO INITIATE ABANDONMENT PROCEDURES; AND FOR OTHER PURPOSES

WHEREAS, pursuant to the Official Code of Georgia Annotated ("O.C.G.A.") § 32-7-1, the County is authorized to abandon any public road under its jurisdiction when such abandonment is deemed to be in the public interest; and

WHEREAS, O.C.G.A. § 32-7-2(b)(1) authorizes a County to abandon a section of the County road system which has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or removal of the road is otherwise in the best public interest; and

WHEREAS, O.C.G.A. § 32-7-2(b)(1) further provides that upon the determination by a County, by certification recorded in its minutes, accompanied by a plat or sketch, that any of its right-of-way has, for any reason, ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the County's road system is otherwise in the best public interest, the County, and after notice to property owners located thereon, and after notice of such determination is published in the County's legal organ once a week for a period of two weeks, and after a public hearing on the issue, may declare that section of the County's road system abandoned; and

WHEREAS, **Grant's Path** is a County-maintained public road a portion of which is situated in Land Lots 1144 and 1196, 14th District, 1st Section of Forsyth County, Georgia, and within the property designated as Forsyth County Tax Parcel Identification Number ("TPN") 302 028, TPN 303 052, TPN 303 009, TPN 303 049, TPN 302 019 and TPN 303 050 ("Abutting Properties"); and

WHEREAS, that portion of **Grant's Path** is bounded on the north side thereof by certain real property owned by Cloverhurst Farms, LLC (TPN 302 028), Travis Reeves and Kayla Reeves (TPN 303 009), and Omar Emanuel Martinez Mancilla (TPN 302 019); and, bounded on the south side thereof by certain real property owned by Andrew L. Holbrook (TPN 303 052), Candy Fay Reeves (TPN 303 049) and Cynthia Padgett (TPN 303 050); and

WHEREAS, Cloverhurst Farms, LLC, Travis Reeves and Kayla Reeves, Omar Emanuel Martinez Mancilla, Andrew L. Holbrook, Candy Fay Reeves and Cynthia Padgett, are, collectively, the owners of all the Abutting Properties (the "Abutting Property Owners"); and

WHEREAS, the majority of the Abutting Property Owners, being Cloverhurst Farms, LLC, Travis Reeves and Kayla Reeves, Andrew L. Holbrook, Candy Fay Reeves and Cynthia Padgett, have requested that the County abandon that portion of **Grant's Path** which runs between the Abutting Properties; and

WHEREAS, a plat or sketch showing that portion of **Grant's Path** lying within TPN 302 028, TPN 303 052, TPN 303 009, TPN 303 049, TPN 302 019 and TPN 303 050 is attached hereto and marked Exhibit "A"; and

WHEREAS, in accordance with O.C.G.A. § 32-7-2(b)(1), as cited above, before the County may declare that portion of **Grant's Path** abandoned, the processes required thereunder must first be initiated.

NOW, THERFORE, BE IT RESOLVED by the Board of Commissioners, and it is hereby resolved by the authority of the same, as follows:

1. That portion of **Grant's Path,** as shown on the plat or sketch marked as Exhibit "A," has ceased to be used by the public to the extent that no substantial public purpose is served by said roads, and the removal of said right-of-way is in the best public interest.

2. The proceedings regarding the abandonment of that portion of **Grant's Path** herein described shall be initiated.

3. The County Manager, or designee, shall provide notice of the County's determination in paragraph 1 above to the Abutting Property Owners, and shall cause notice of such determination to be published in the County's legal organ once a week for a period of two weeks prior to a public hearing on the proposed abandonment of that portion of **Grant's Path** herein described.

4. The County Manager, or designee, shall schedule a public hearing for this Board to consider the abandonment of that portion of **Grant's Path** herein described to be held after the above requirements have been met.

THIS RESOLUTION is hereby adopted this ____ day of _____ 2025, the public health, safety, and general welfare demanding it.

FORSYTH COUNTY BOARD OF COMMISSIONERS

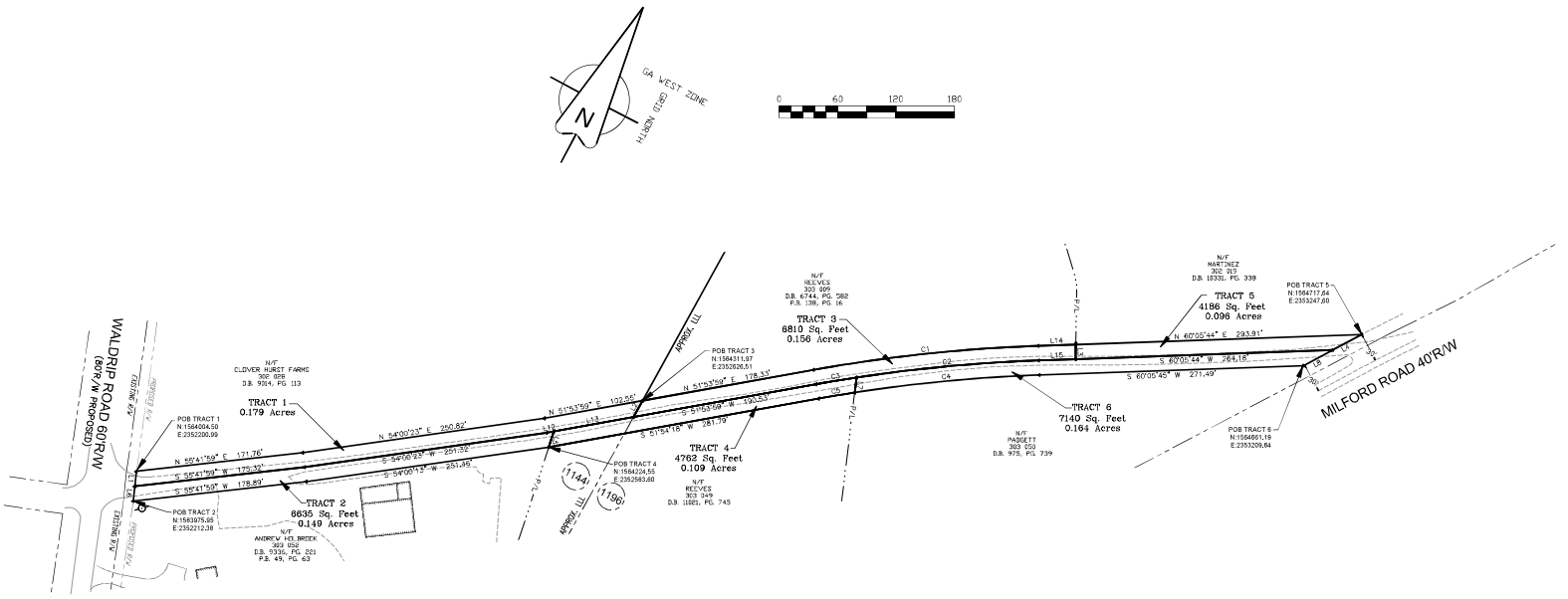
By: _____
Alfred John, Chairman

Attest:

[COUNTY SEAL]

_____
Kiersten Law, County Clerk

EXHIBIT "A"



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1824.96'	232.38'	232.19'	N 55°59'57" E
C2	1809.98'	188.06'	187.95'	S 56°44'59" W
C3	1609.98'	42.18'	42.18'	S 52°39'11" W
C4	1594.97'	190.47'	190.37'	S 56°40'29" W
C5	1594.97'	37.61'	37.61'	S 52°34'41" W

LINE	BEARING	DISTANCE
L1	N 21°44'56" W	15.37'
L2	S 01°00'00" W	19.33'
L3	S 28°52'47" E	15.02'
L4	S 33°58'32" W	34.01'
L5	S 09°57'22" E	16.98'
L6	N 21°44'56" W	15.37'
L7	S 21°09'15" E	15.56'
L8	S 33°58'32" W	34.01'
L12	S 51°53'59" W	7.38'
L13	S 51°53'59" W	83.25'
L14	N 60°05'44" E	58.63'
L15	S 60°05'44" W	37.83'

LEGEND

I.P.F.	= IRON PIN FOUND
I.P.S.	= IRON PIN SET
RB	= RE-BAR
R/W	= RIGHT OF WAY
P/L	= PROPERTY LINE
C.L.	= CENTER LINE
B.L.	= BUILDING LINE
L.L.	= LAND LOT
L.L.L.	= LAND LOT LINE
P.P.	= POWER POLE
-P-	= POWER LINE
N/F	= NOW OR FORMERLY
D.B.	= DEED BOOK
P.B.	= PLAT BOOK
PG.	= PAGE
50'UB	= UNDISTURBED BUFFER FROM TOP OF BANK
75'IS	= IMPERVIOUS SETBACK FROM TOP OF BANK

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

SURVEYOR'S CERTIFICATE

This survey is a retracement of an existing parcel of land and does not subdivide or create a new parcel or change any real property boundaries. The recording information of the document(s), map(s), plat(s) or other instrument(s) which created the parcel(s) are stated hereon. RECORDATION OF THIS SURVEY DOES NOT IMPLY APPROVAL OF THE LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, NOR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Further, the undersigned land surveyor certifies that this map, plat or plan complies with the minimum technical standards for property surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

Jesse R. Henderson RLS #3985

GEORGIA REGISTERED No. 3985 PROFESSIONAL LAND SURVEYOR JESSE R. HENDERSON

SURVEYOR'S NOTES:

EQUIPMENT USED:
MEASUREMENTS WERE TAKEN WITH A CARLSON BRX7 RECEIVER USING RTK METHODS PROCESSED WITH eGPS NETWORK.

CLOSURE STATEMENT:
THIS SURVEY HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 696,716 FEET.

AVERAGE GPS HORIZONTAL SIGNAL ACCURACY: 0.003'

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES, MEASURING UNITS OF THIS SURVEY ARE IN U.S. SURVEY FEET.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON MAY 21, 2024.

DUE TO VARIANCES IN GPS EQUIPMENT, TECHNIQUES, FEDERAL ADJUSTMENTS TO STATE PLANE MODELS AND DAILY CONDITIONS IMPACTING GPS RECEPTIVITY, GPS SOLUTIONS MAY VARY FROM THOSE PROVIDED ON THIS SURVEY BOTH HORIZONTALLY AND VERTICALLY. ANY AND ALL CONTRACTORS, CONSULTANTS, INDIVIDUALS OR ENTITIES RELYING ON STATE PLANE COORDINATES TO RELATE TO DATA PROVIDED ON THIS SURVEY MUST LOCALIZE TO THE SURVEY CONTROL, BENCHMARKS OR PROPERTY MONUMENTATION, ESTABLISHED BY THIS SURVEY IN ORDER TO ENSURE ACCURACY OF DATA. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

STATE WATERS AND BUFFERS AS SHOWN OR NOT SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE NHS ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED OR NOT IDENTIFIED HEREON.

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

ACCORDING TO FIRM MAP NO. 13117C 0151F, DATED 03/04/2013, THIS PROPERTY LIES ENTIRELY WITHIN ZONE X.

RIGHT-OF-WAY ABANDONMENT EXHIBIT:

FORSYTH COUNTY
GRANT'S PATH

STATE	GEORGIA
COUNTY	FORSYTH
SCALE	1" = 60'
LAND LOT	1144 & 1196
JOB NO.	24084
DIST.	3RD
FIELD DATE	SEPTEMBER 09, 2024
PLAT DATE	MARCH 06, 2025
	1ST
	14th

Surveyed by:
ROBBIE HENDERSON
Surveying & Planning
2450 FREEDOM PARKWAY, SUITE 111
CUMMING, GEORGIA 30041
PH: 706-654-2015
COA LSF #001242

REVISIONS

Thou shall not remove thy neighbor's landmark, which they of old time have set in thine inheritance, which thou shall inherit in the land that the Lord thy GOD giveth thee to possess it.

Deuteronomy 19:14

SH.1 OF 1

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Legal	**Submitted by:**	Kiersten Law, County Clerk
Date Submitted:	05/12/2025	**Presenter:**	Ken Jarrard
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 059-533 (Parcel Owner: AFV Investments, LLC) of the Post Road Widening Project (Parcel No. 45); estimated just and adequate compensation: $15,100.00 for 1,616.69 square feet (0.037 acres) of fee simple right-of-way; one (1) driveway easement. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO:
Reviewed by:
Comments:

Comments by Legal:

Workflow Selected: **Clerks Only**

Approval List:

Kiersten Law, Administration	Created/Initiated - 5/12/2025
Kiersten Law, Administration	Final Approval - 5/12/2025

FORSYTH COUNTY

Post Road Widening Project

Parcel 045
Tax Parcel ID No.: 059-533
Condemnee: AFV Investments, LLC

For Forsyth County Board of Commissioners
Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE
THE FORSYTH COUNTY POWERS OF EMINENT DOMAIN
IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY
SITUATED IN FORSYTH COUNTY, GEORGIA,
FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Forsyth County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for county road and/or other transportation purposes.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Ken Jarrard, County Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Forsyth County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Forsyth County, said property now or formerly vested in AFV Investments, LLC, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment. The Chairman may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the Board of Commissioners.

ADOPTED by the Forsyth County Board of Commissioners this ___ day of _____ 2025.

Forsyth County Board of Commissioners:

_____
Alfred John, Chairman

_____
Kerry Hill, Vice Chairman

_____
Mendy Moore, Secretary

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

_____
Todd Levent, Member

_____
Laura Semanson, Member

Attest:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
678-455-7150 (telephone)
678-455-7149 (facsimile)
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Forsyth County, Georgia

EXHIBIT A

MATCH LINE PAR 40 SEE THIS SHEET RIGHT

MATCH LINE PAR 40 SEE THIS SHEET LEFT

SEE DRAWINGS No. 60-0019

SEE DRAWINGS No. 60-0021

MATCH LINE STA. 205+00

MATCH LINE STA. 210+00

MATCH LINE SEE DRAWINGS No. 60-0044

DE64298 1700+24.58 25.18

DE64299 1700+75.00 30.00

DE64061 1701+15.00 17.61

DE64060 1701+15.00 34.38

PESMT 2

Curve* 21
PI Sta= 1700+93.38
N= 1520978.01
E= 2280584.61
DELTA= 16°05'22.9" (LT)
D= 10°56'03.51"
T= 74.06
L= 147.15
R= 524.00
E= 5.21
e= N/A
Emax=4%
Design Speed 45 MPH

40 VICKERY RESIDENTIAL ASSOCIATION, INC.

DE64059 1701+40.00 37.90

DE64062 1701+40.00 16.16

DE64058 205+52.00 84.00

DE64053 1701+79.90 27.27

DE64052 1701+93.98 28.53

PESMT 1

DE64057 205+39.00 -60.00

DE64174 1701+69.28 16.15

AREA 2

DE64300 1700+46.00 -28.21

DE64301 1700+52.00 -62.00

PESMT 1

DE64302 1700+84.00 -62.00

DE64315 1701+10.00 -29.57

ESA - T&E Species Boundary

EXIST. R/W

CURVE #2 CLINTON BAGLEY ST

S 53°31'34.14" E

1701+00

P.T. 1701+66.47
N 1520933.9884
E 2280644.1644

Curve* 5
PI Sta= 216+03.22
N= 1521695.07
E= 2281310.67
DELTA= 48°47'12.1" (LT)
D= 03°25'14.32"
T= 759.58
L= 1426.24
R= 1675.00
E= 3.20
e= 4%
Emax=4%
Design Speed 45 MPH

LL 244

LL 243

44 VICKERY POST ROAD PARCEL, LLC

DE64316 206+58.00 -115.00

DE64317 1701+68.00 -30.31

PESMT 2

DE64085 207+28.00 -114.00

DE64088 207+97.00 -75.00

DE64086 207+51.00 -86.00

DE64087 207+66.00 -78.00

DE64090 208+50.00 -117.00

DE64089 208+15.00 -107.00

P.C. 208+43.64
N 1521084.2685
E 2280859.1373

DE64091 208+70.00 -120.00

PESMT 3

DE64092 209+18.00 -70.87

DE64093 209+77.00 -70.25

1702+00

207+00

208+00

209+00

210+00

EXIST. R/W

DE64297 1700+08.00 7.11

DE64188 1700+08.00 17.38

LIMIT OF R/W ACQUISITION STA. 1700+20.00

LIMIT OF CONSTRUCTION STA. 1700+08.00

STA. 205+95.00
POST ROAD -
STA. 1702+50.00
CLINTON BAGLEY ST
N 1520884.3330
E 2280711.3339

N 36°28'26" E

90°000'00"

POST ROAD

CURVE #5

CONST CL

STA. 209+00
N 1521130.1472
E 2280891.8742

DE64081 205+68.00 83.00

DE64073 205+33.50 60.00

DE64080 205+50.37 71.25

DE64100 206+41.00 55.36

DE64171 206+43.00 70.00

DE64101 206+75.00 55.65

DE64106 206+97.00 86.00

DE64102 208+00.03 66.73

EXIST. R/W

DE64099 206+23.04 83.00

DE64082 206+12.97 83.00

43 WIDGARD SELF STORAGE CUMMING, GA TWO, LLC

DE64107 206+73.00 68.00

PESMT 1

DO NOT DISTURB EXISTING SIGN

AREA 2

PESMT 2

DE64170 206+30.00 83.00

ESA - SEE GENERAL NOTES 'ENVIRONMENTAL RESOURCES IMPACT TABLE' FOR CONSTRUCTION RESTRICTIONS

REQ'D R/W

DE64108 207+80.22 85.21

DE64120 208+01.05 77.00

DE64118 208+60.00 92.00

ESA - T&E Species Boundary

DE64075 205+33.00 94.00

DE64074 205+53.18 100.00

DE64084 205+55.13 120.00

45 AFV INVESTMENTS, LLC

DE64083 206+16.89 120.00

46 GOLDEN LIQUOR, LLC

AREA 1

DE64104 207+32.00 65.00

DE64105 207+35.00 84.00

47 SUNTRUST BANK

PESMT 1

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR, MAINTENANCE OF SLOPES, DRAINAGE AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
04/22/24	PARS 44, 46, 47 REVISED ALL REQD, PESMT, DMESMT		
12/13/24	PAR 40 REVISED REQD R/W AND PESMT, UPDATED OWNERS		
	NAMES ON PARS 40, 43, 44, 46 & 47		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0006915
COUNTY:FORSYTH
LAND LOT NO: 243, 244
LAND DISTRICT:2
GMD:880
DATE:06-16-23 SH 20 OF 105

DRAWING No. 60-0020

7/31/2015 GRWPLN

****
Parcel 44 PESMT 3 EASEMENT FOR CONSTR & DE6044-P3
MAINTENANCE OF SLOPES
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64098	52.32 R	1801+09.01	S VICKERY ST/MAJORS RD CL
	22.89	S 33°45'20.2" W	
DE64093	70.25 L	209+77.00	POST ROAD
	108.17	N 32°32'51.0" W	
DE64094	50.36 R	1800+21.99	S VICKERY ST/MAJORS RD CL
	5.78	N 54°33'56.9" E	
DE64095	44.59 R	1800+22.44	S VICKERY ST/MAJORS RD CL
	22.56	S 38°55'40.6" E	
DE64096	45.00 R	1800+45.00	S VICKERY ST/MAJORS RD CL
	7.57	S 39°57'28.6" E	
DE64097	45.00 R	1800+52.57	S VICKERY ST/MAJORS RD CL

ARC LENGTH = 64.57
CHORD BEAR = S 47°30'29.2" E
LNTH CHORD = 64.38
RADIUS = 245.00
DEGREE = 23°23'09.7"

DE64304	45.00 R	1801+05.28	S VICKERY ST/MAJORS RD CL
	7.38	S 30°57'23.7" W	
DE64303	52.36 R	1801+05.69	S VICKERY ST/MAJORS RD CL
	4.19	S 56°16'22.9" E	
DE64098	52.32 R	1801+09.01	S VICKERY ST/MAJORS RD CL

REQD EASMT = 1472.26 SF
REQD EASMT = 0.034 ACRES

****
Parcel 45 REQD REQ'D R/W DE6045-A1
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
27	55.18 R	205+48.80	POST ROAD
	58.67	N 36°15'49.3" E	
28	54.96 R	206+07.47	POST ROAD
	2.54	N 36°24'49.4" E	
30	54.96 R	206+10.01	POST ROAD
	28.20	S 59°33'49.7" E	
DE64082	83.00 R	206+12.97	POST ROAD
	44.97	S 36°28'25.9" W	
DE64081	83.00 R	205+68.00	POST ROAD
	21.19	S 70°09'13.9" W	
DE64080	71.25 R	205+50.37	POST ROAD
	16.15	N 59°06'01.7" W	
27	55.18 R	205+48.80	POST ROAD

REQD R/W = 1616.69 SF
REQD R/W = 0.037 ACRES
REMAINDER = +/- 8.2 ACRES

****
Parcel 45 DWY ESMT EASEMENT FOR CONSTR OF DRIVES DE6045-D1
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64080	71.25 R	205+50.37	POST ROAD
	21.19	N 70°09'13.9" E	
DE64081	83.00 R	205+68.00	POST ROAD
	44.97	N 36°28'25.9" E	
DE64082	83.00 R	206+12.97	POST ROAD
	37.21	S 59°33'49.7" E	
DE64083	120.00 R	206+16.89	POST ROAD
	61.76	S 36°28'25.9" W	
DE64084	120.00 R	205+55.13	POST ROAD
	48.98	N 59°06'01.7" W	
DE64080	71.25 R	205+50.37	POST ROAD

REQD EASMT = 2376.30 SF
REQD EASMT = 0.055 ACRES

****
Parcel 46 REQD AREA 1 REQ'D R/W DE6046-A1
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
30	54.96 R	206+10.01	POST ROAD

ARC LENGTH = 30.99
CHORD BEAR = N 37°12'31.7" E
LNTH CHORD = 30.99
RADIUS = 7606.31
DEGREE = 0°45'11.8"

DE64100	55.36 R	206+41.00	POST ROAD
	32.97	S 20°30'26.6" E	
DE64099	83.00 R	206+23.04	POST ROAD
	10.06	S 36°28'25.9" W	
DE64082	83.00 R	206+12.97	POST ROAD
	28.20	N 59°33'49.7" W	
30	54.96 R	206+10.01	POST ROAD

REQD R/W = 572.65 SF
REQD R/W = 0.013 ACRES

****
Parcel 46 REQD AREA 2 REQ'D R/W DE6046-A2
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64101	55.65 R	206+75.00	POST ROAD

ARC LENGTH = 123.90
CHORD BEAR = N 36°22'09.5" E
LNTH CHORD = 123.90
RADIUS = 7606.31
DEGREE = 0°45'11.8"

32	55.42 R	207+98.90	POST ROAD
	11.36	S 59°13'07.8" E	
DE64102	66.73 R	208+00.03	POST ROAD
	68.05	S 37°55'38.3" W	
DE64104	65.00 R	207+32.00	POST ROAD
	19.24	S 62°29'55.5" E	
DE64105	84.00 R	207+35.00	POST ROAD
	38.05	S 33°27'39.9" W	
DE64106	86.00 R	206+97.00	POST ROAD
	37.49	N 89°27'46.1" W	
DE64101	55.65 R	206+75.00	POST ROAD

REQD R/W = 2074.54 SF
REQD R/W = 0.048 ACRES
REMAINDER = +/- 1.1 ACRES

****
Parcel 46 PESMT 1 REQ'D PERM. EASM'T. DE6046-P1
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64100	55.36 R	206+41.00	POST ROAD

ARC LENGTH = 34.00
CHORD BEAR = N 36°57'50.5" E
LNTH CHORD = 34.00
RADIUS = 7606.31
DEGREE = 0°45'11.8"

DE64101	55.65 R	206+75.00	POST ROAD
	37.49	S 89°27'46.1" E	
DE64106	86.00 R	206+97.00	POST ROAD
	30.00	S 73°20'37.6" W	
DE64107	68.00 R	206+73.00	POST ROAD
	30.07	S 32°39'35.3" W	
DE64171	70.00 R	206+43.00	POST ROAD
	18.38	S 8°31'34.1" E	
DE64170	83.00 R	206+30.00	POST ROAD
	6.96	S 36°28'25.9" W	
DE64099	83.00 R	206+23.04	POST ROAD
	32.97	N 20°30'26.6" W	
DE64100	55.36 R	206+41.00	POST ROAD

REQD EASMT = 802.08 SF
REQD EASMT = 0.018 ACRES

****
Parcel 46 PESMT 2 REQ'D PERM. EASM'T. DE6046-P2
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64104	65.00 R	207+32.00	POST ROAD
	68.05	N 37°55'38.3" E	
DE64102	66.73 R	208+00.03	POST ROAD
	10.32	S 59°13'07.8" E	
DE64120	77.00 R	208+01.05	POST ROAD
	22.39	S 14°58'01.8" W	
DE64108	85.21 R	207+80.22	POST ROAD
	45.24	S 38°00'16.6" W	
DE64105	84.00 R	207+35.00	POST ROAD
	19.24	N 62°29'55.5" W	
DE64104	65.00 R	207+32.00	POST ROAD

REQD EASMT = 1184.77 SF
REQD EASMT = 0.027 ACRES

****
Parcel 47 REQD REQ'D R/W DE6047-A1
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
32	55.42 R	207+98.90	POST ROAD
	93.12	N 35°45'58.4" E	
34	54.95 R	208+90.48	POST ROAD
	111.76	N 34°08'03.3" E	
35	57.12 R	209+98.62	POST ROAD
	29.92	N 77°04'17.8" E	
36	36.21 R	1802+53.77	S VICKERY ST/MAJORS RD CL
	33.24	S 58°50'28.7" E	
DE64113	36.91 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	15.09	S 29°57'16.5" W	
DE64112	52.00 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	32.19	N 60°52'52.4" W	
DE64111	52.47 R	1802+54.81	S VICKERY ST/MAJORS RD CL
	210.40	S 37°55'38.3" W	
DE64102	66.73 R	208+00.03	POST ROAD
	11.36	N 59°13'07.8" W	
32	55.42 R	207+98.90	POST ROAD

REQD R/W = 4046.75 SF
REQD R/W = 0.093 ACRES
REMAINDER = +/- 1.3 ACRES

****
Parcel 47 PESMT 1 REQ'D PERM. EASM'T. DE6047-P1
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64102	66.73 R	208+00.03	POST ROAD
	210.40	N 37°55'38.3" E	
DE64111	52.47 R	1802+54.81	S VICKERY ST/MAJORS RD CL
	4.99	S 60°52'52.4" E	
DE64114	52.40 R	1802+59.80	S VICKERY ST/MAJORS RD CL
	150.84	S 30°48'08.2" W	
DE64118	92.00 R	208+60.00	POST ROAD
	61.68	S 50°28'08.3" W	
DE64120	77.00 R	208+01.05	POST ROAD
	10.32	N 59°13'07.8" W	
DE64102	66.73 R	208+00.03	POST ROAD

REQD EASMT = 3162.40 SF
REQD EASMT = 0.073 ACRES

DATE	REVISIONS	DATE	REVISIONS
08/24/23	ADDED TABLES FOR PAR 46 TEQD A3 AND PESMT P1 & P2		
04/22/24	REVISED PAR 44, 46, 47 TABLES		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO: 243, 244,
LAND DISTRICT:2
GMD :880
DATE :06-16-23 SH 20B OF 105

DRAWING No. 60-0020B

7/31/2015 GRWPLN

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, Forsyth County, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, Forsyth County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above-referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," Forsyth County, Georgia estimates $15,100.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, Forsyth County, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140

hereby declares that the property and interests as described in Appendix B to Exhibit "A," which is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Condemnor

ORDER OF THE FORSYTH COUNTY BOARD OF COMMISSIONERS TO CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT

WHEREAS, the Board of Commissioners of Forsyth County has laid out and determined to construct a public transportation facility for Forsyth County at parcel identification number 059-533, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.037 Acres of Fee Simple Right of Way; and, One (1) Driveway Easement
Owner(s):	AFV Investments, LLC
Potentially Interested Parties:	Your Extra Attic Post Road Limited Liability Company; Sawnee Electric Membership Corporation; Polo Fields II, LLC; Big Creek Utility Company, Inc.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Forsyth County that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for public road purposes or other transportation purposes.

IT IS ORDERED that Forsyth County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) by condemnation under the provisions of said Code, and County

Attorney Ken Jarrard or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the Forsyth County Board of Commissioners, this _____ day of _____ 2025.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
678-455-7150 (telephone)
678-455-7149 (facsimile)
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Forsyth County, Georgia

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Legal	**Submitted by:**	Kiersten Law, County Clerk
Date Submitted:	05/12/2025	**Presenter:**	Ken Jarrard
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 059-554 (Parcel Owner: Golden Liquor, LLC) of the Post Road Widening Project (Parcel No. 46); estimated just and adequate compensation: $136,000.00 for 2,647.19 square feet (0.061 acres) of fee simple right-of-way; 1,986.85 square feet of permanent easement for construction and maintenance of slopes, drainage, and utilities; one (1) driveway easement. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO:
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **Clerks Only**
Approval List:

Kiersten Law, Administration	Created/Initiated - 5/12/2025
Kiersten Law, Administration	Final Approval - 5/12/2025

FORSYTH COUNTY

Post Road Widening Project

Parcel 046
Tax Parcel ID No.: 059-554
Condemnee: Golden Liquor, LLC

For Forsyth County Board of Commissioners
Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE
THE FORSYTH COUNTY POWERS OF EMINENT DOMAIN
IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY
SITUATED IN FORSYTH COUNTY, GEORGIA,
FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Forsyth County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for county road and/or other transportation purposes.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Ken Jarrard, County Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Forsyth County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Forsyth County, said property now or formerly vested in Golden Liquor, LLC, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment. The Chairman may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the Board of Commissioners.

ADOPTED by the Forsyth County Board of Commissioners this ___ day of _____ 2025.

Forsyth County Board of Commissioners:

_____
Alfred John, Chairman

_____
Kerry Hill, Vice Chairman

_____
Mendy Moore, Secretary

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

_____
Todd Levent, Member

_____
Laura Semanson, Member

Attest:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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ppatel@jarrard-davis.com
Attorneys for Forsyth County, Georgia

EXHIBIT A

MATCH LINE PAR 40 SEE THIS SHEET RIGHT

MATCH LINE PAR 40 SEE THIS SHEET LEFT

SEE DRAWINGS No. 60-0019

SEE DRAWINGS No. 60-0021

MATCH LINE STA. 205+00

MATCH LINE STA. 210+00

MATCH LINE SEE DRAWINGS No. 60-0044

DE64298 1700+24.58 25.18

DE64299 1700+75.00 30.00

DE64061 1701+15.00 17.61

DE64060 1701+15.00 34.38

PESMT 2

Curve* 21
PI Sta= 1700+93.38
N= 1520978.01
E= 2280584.61
DELTA= 16°05'22.9" (LT)
D= 10°56'03.51"
T= 74.06
L= 147.15
R= 524.00
E= 5.21
e= N/A
Emax=4%
Design Speed 45 MPH

40 VICKERY RESIDENTIAL ASSOCIATION, INC.

DE64059 1701+40.00 37.90

DE64062 1701+40.00 16.16

DE64058 205+52.00 84.00

DE64053 1701+79.90 27.27

DE64052 1701+93.98 28.53

PESMT 1

DE64057 205+39.00 -60.00

DE64174 1701+69.28 16.15

AREA 2

CURVE #24 CLINTON BAGLEY ST

S 53°31'34.14" E

EXIST. R/W

DE64300 1700+46.00 -28.21

DE64301 1700+52.00 -62.00

PESMT 1

DE64302 1700+84.00 -62.00

DE64315 1701+10.00 -29.57

ESA - T&E Species Boundary

1701+00

P.T. 1701+66.47
N 1520933.9884
E 2280644.1644

Curve* 5
PI Sta= 216+03.22
N= 1521695.07
E= 2281310.67
DELTA= 48°47'12.1" (LT)
D= 03°25'14.32"
T= 759.58
L= 1426.24
R= 1675.00
E= 3.20
e= 4%
Emax=4%
Design Speed 45 MPH

LL 244

LL 243

44 VICKERY POST ROAD PARCEL, LLC

DE64316 206+58.00 -115.00

DE64317 1701+68.00 -30.31

PESMT 2

DE64085 207+28.00 -114.00

DE64088 207+97.00 -75.00

DE64086 207+51.00 -86.00

DE64087 207+66.00 -78.00

DE64090 208+50.00 -117.00

DE64089 208+15.00 -107.00

P.C. 208+43.64
N 1521084.2685
E 2280859.1373

DE64091 208+70.00 -120.00

PESMT 3

DE64092 209+18.00 -70.87

DE64093 209+77.00 -70.25

1702+00

STA. 205+95.00
POST ROAD -
STA. 1702+50.00
CLINTON BAGLEY ST
N 1520884.3330
E 2280711.3339

N 36°28'26" E

90°000'00"

POST ROAD

CURVE #5

CONST CL

STA. 209+00
N 1521130.1472
E 2280891.8742

DE64188 1700+08.00 17.38

DE64297 1700+08.00 7.11

LIMIT OF R/W ACQUISITION STA. 1700+20.00

LIMIT OF CONSTRUCTION STA. 1700+08.00

DE64081 205+68.00 83.00

DE64073 205+33.50 60.00

DE64080 205+50.37 71.25

DE64171 206+43.00 70.00

DE64100 206+41.00 55.36

DE64101 206+75.00 55.65

DE64106 206+97.00 86.00

DE64102 208+00.03 66.73

EXIST. R/W

43 MIDGARD SELF STORAGE CUMMING, GA TWO, LLC

DE64099 206+23.04 83.00

DE64082 206+12.97 83.00

DE64107 206+73.00 68.00

PESMT 1

DO NOT DISTURB EXISTING SIGN

AREA 2

PESMT 2

DE64170 206+30.00 83.00

ESA - SEE GENERAL NOTES 'ENVIRONMENTAL RESOURCES IMPACT TABLE' FOR CONSTRUCTION RESTRICTIONS

ESA - T&E Species Boundary

DE64108 207+80.22 85.21

DE64120 208+01.05 77.00

DE64118 208+60.00 92.00

REQ'D R/W

DE64075 205+33.00 94.00

DE64074 205+53.18 100.00

DE64084 205+55.13 120.00

45 AFV INVESTMENTS, LLC

DE64083 206+16.89 120.00

46 GOLDEN LIQUOR, LLC

AREA 1

DE64104 207+32.00 65.00

DE64105 207+35.00 84.00

47 SUNTRUST BANK

PESMT 1

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR, MAINTENANCE OF SLOPES, DRAINAGE AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
04/22/24	PARS 44, 46, 47 REVISED ALL REQD, PESMT, DMESMT		
12/13/24	PAR 40 REVISED REQD R/W AND PESMT, UPDATED OWNERS		
	NAMES ON PARS 40, 43, 44, 46 & 47		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0006915
COUNTY:FORSYTH
LAND LOT NO: 243, 244
LAND DISTRICT:2
GMD:880
DATE:06-16-23 SH 20 OF 105

DRAWING No.
60-0020

Parcel 44 PESMT 3 EASEMENT FOR CONSTR & DE6044-P3 MAINTENANCE OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64098	52.32 R	1801+09.01	S VICKERY ST/MAJORS RD CL
	22.89	S 33°45'20.2" W	
DE64093	70.25 L	209+77.00	POST ROAD
	108.17	N 32°32'51.0" W	
DE64094	50.36 R	1800+21.99	S VICKERY ST/MAJORS RD CL
	5.78	N 54°33'56.9" E	
DE64095	44.59 R	1800+22.44	S VICKERY ST/MAJORS RD CL
	22.56	S 38°55'40.6" E	
DE64096	45.00 R	1800+45.00	S VICKERY ST/MAJORS RD CL
	7.57	S 39°57'28.6" E	
DE64097	45.00 R	1800+52.57	S VICKERY ST/MAJORS RD CL

ARC LENGTH = 64.57
CHORD BEAR = S 47°30'29.2" E
LNTH CHORD = 64.38
RADIUS = 245.00
DEGREE = 23°23'09.7"

DE64304	45.00 R	1801+05.28	S VICKERY ST/MAJORS RD CL
	7.38	S 30°57'23.7" W	
DE64303	52.36 R	1801+05.69	S VICKERY ST/MAJORS RD CL
	4.19	S 56°16'22.9" E	
DE64098	52.32 R	1801+09.01	S VICKERY ST/MAJORS RD CL

REQD EASMT = 1472.26 SF
REQD EASMT = 0.034 ACRES

Parcel 45 REQD REQ'D R/W DE6045-AI

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
27	55.18 R	205+48.80	POST ROAD
	58.67	N 36°15'49.3" E	
28	54.96 R	206+07.47	POST ROAD
	2.54	N 36°24'49.4" E	
30	54.96 R	206+10.01	POST ROAD
	28.20	S 59°33'49.7" E	
DE64082	83.00 R	206+12.97	POST ROAD
	44.97	S 36°28'25.9" W	
DE64081	83.00 R	205+68.00	POST ROAD
	21.19	S 70°09'13.9" W	
DE64080	71.25 R	205+50.37	POST ROAD
	16.15	N 59°06'01.7" W	
27	55.18 R	205+48.80	POST ROAD

REQD R/W = 1616.69 SF
REQD R/W = 0.037 ACRES
REMAINDER = +/- 8.2 ACRES

Parcel 45 DWY ESMT EASEMENT FOR CONSTR OF DRIVES DE6045-DI

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64080	71.25 R	205+50.37	POST ROAD
	21.19	N 70°09'13.9" E	
DE64081	83.00 R	205+68.00	POST ROAD
	44.97	N 36°28'25.9" E	
DE64082	83.00 R	206+12.97	POST ROAD
	37.21	S 59°33'49.7" E	
DE64083	120.00 R	206+16.89	POST ROAD
	61.76	S 36°28'25.9" W	
DE64084	120.00 R	205+55.13	POST ROAD
	48.98	N 59°06'01.7" W	
DE64080	71.25 R	205+50.37	POST ROAD

REQD EASMT = 2376.30 SF
REQD EASMT = 0.055 ACRES

Parcel 46 REQD AREA 1 REQ'D R/W DE6046-AI

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
30	54.96 R	206+10.01	POST ROAD

ARC LENGTH = 30.99
CHORD BEAR = N 37°12'31.7" E
LNTH CHORD = 30.99
RADIUS = 7606.31
DEGREE = 0°45'11.8"

DE64100	55.36 R	206+41.00	POST ROAD
	32.97	S 20°30'26.6" E	
DE64099	83.00 R	206+23.04	POST ROAD
	10.06	S 36°28'25.9" W	
DE64082	83.00 R	206+12.97	POST ROAD
	28.20	N 59°33'49.7" W	
30	54.96 R	206+10.01	POST ROAD

REQD R/W = 572.65 SF
REQD R/W = 0.013 ACRES

Parcel 46 REQD AREA 2 REQ'D R/W DE6046-A2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64101	55.65 R	206+75.00	POST ROAD

ARC LENGTH = 123.90
CHORD BEAR = N 36°22'09.5" E
LNTH CHORD = 123.90
RADIUS = 7606.31
DEGREE = 0°45'11.8"

32	55.42 R	207+98.90	POST ROAD
	11.36	S 59°13'07.8" E	
DE64102	66.73 R	208+00.03	POST ROAD
	68.05	S 37°55'38.3" W	
DE64104	65.00 R	207+32.00	POST ROAD
	19.24	S 62°29'55.5" E	
DE64105	84.00 R	207+35.00	POST ROAD
	38.05	S 33°27'39.9" W	
DE64106	86.00 R	206+97.00	POST ROAD
	37.49	N 89°27'46.1" W	
DE64101	55.65 R	206+75.00	POST ROAD

REQD R/W = 2074.54 SF
REQD R/W = 0.048 ACRES
REMAINDER = +/- 1.1 ACRES

Parcel 46 PESMT 1 REQ'D PERM. EASM'T. DE6046-P1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64100	55.36 R	206+41.00	POST ROAD

ARC LENGTH = 34.00
CHORD BEAR = N 36°57'50.5" E
LNTH CHORD = 34.00
RADIUS = 7606.31
DEGREE = 0°45'11.8"

DE64101	55.65 R	206+75.00	POST ROAD
	37.49	S 89°27'46.1" E	
DE64106	86.00 R	206+97.00	POST ROAD
	30.00	S 73°20'37.6" W	
DE64107	68.00 R	206+73.00	POST ROAD
	30.07	S 32°39'35.3" W	
DE64171	70.00 R	206+43.00	POST ROAD
	18.38	S 8°31'34.1" E	
DE64170	83.00 R	206+30.00	POST ROAD
	6.96	S 36°28'25.9" W	
DE64099	83.00 R	206+23.04	POST ROAD
	32.97	N 20°30'26.6" W	
DE64100	55.36 R	206+41.00	POST ROAD

REQD EASMT = 802.08 SF
REQD EASMT = 0.018 ACRES

Parcel 46 PESMT 2 REQ'D PERM. EASM'T. DE6046-P2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64104	65.00 R	207+32.00	POST ROAD
	68.05	N 37°55'38.3" E	
DE64102	66.73 R	208+00.03	POST ROAD
	10.32	S 59°13'07.8" E	
DE64120	77.00 R	208+01.05	POST ROAD
	22.39	S 14°58'01.8" W	
DE64108	85.21 R	207+80.22	POST ROAD
	45.24	S 38°00'16.6" W	
DE64105	84.00 R	207+35.00	POST ROAD
	19.24	N 62°29'55.5" W	
DE64104	65.00 R	207+32.00	POST ROAD

REQD EASMT = 1184.77 SF
REQD EASMT = 0.027 ACRES

Parcel 47 REQD REQ'D R/W DE6047-AI

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
32	55.42 R	207+98.90	POST ROAD
	93.12	N 35°45'58.4" E	
34	54.95 R	208+90.48	POST ROAD
	111.76	N 34°08'03.3" E	
35	57.12 R	209+98.62	POST ROAD
	29.92	N 77°04'17.8" E	
36	36.21 R	1802+53.77	S VICKERY ST/MAJORS RD CL
	33.24	S 58°50'28.7" E	
DE64113	36.91 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	15.09	S 29°57'16.5" W	
DE64112	52.00 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	32.19	N 60°52'52.4" W	
DE64111	52.47 R	1802+54.81	S VICKERY ST/MAJORS RD CL
	210.40	S 37°55'38.3" W	
DE64102	66.73 R	208+00.03	POST ROAD
	11.36	N 59°13'07.8" W	
32	55.42 R	207+98.90	POST ROAD

REQD R/W = 4046.75 SF
REQD R/W = 0.093 ACRES
REMAINDER = +/- 1.3 ACRES

Parcel 47 PESMT 1 REQ'D PERM. EASM'T. DE6047-P1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64102	66.73 R	208+00.03	POST ROAD
	210.40	N 37°55'38.3" E	
DE64111	52.47 R	1802+54.81	S VICKERY ST/MAJORS RD CL
	4.99	S 60°52'52.4" E	
DE64114	52.40 R	1802+59.80	S VICKERY ST/MAJORS RD CL
	150.84	S 30°48'08.2" W	
DE64118	92.00 R	208+60.00	POST ROAD
	61.68	S 50°28'08.3" W	
DE64120	77.00 R	208+01.05	POST ROAD
	10.32	N 59°13'07.8" W	
DE64102	66.73 R	208+00.03	POST ROAD

REQD EASMT = 3162.40 SF
REQD EASMT = 0.073 ACRES

DATE	REVISIONS	DATE	REVISIONS
08/24/23	ADDED TABLES FOR PAR 46 TEQD A3 AND PESMT P1 & P2		
04/22/24	REVISED PAR 44, 46, 47 TABLES		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO: 243, 244,
LAND DISTRICT:2
GMD:880
DATE:06-16-23 SH 20B OF 105

DRAWING No. 60-0020B

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, Forsyth County, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, Forsyth County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above-referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," Forsyth County, Georgia estimates $136,000.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, Forsyth County, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which

is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
222 Webb Street
Cumming, Georgia 30040
(678) 455-7150 – telephone
(678) 455-7149 – facsimile
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Condemnor

ORDER OF THE FORSYTH COUNTY BOARD OF COMMISSIONERS TO CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT

WHEREAS, the Board of Commissioners of Forsyth County has laid out and determined to construct a public transportation facility for Forsyth County at parcel identification number 059-554, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.061 Acres of Fee Simple Right of Way; 1,986.85 Square Feet of Permanent Easement for Construction and Maintenance of Slopes, Drainage, and Utilities; and, One (1) Driveway Easement
Owner(s):	Golden Liquor, LLC
Potentially Interested Parties:	Citizens Bank; Sawnee Electric Membership Corporation; Polo Fields II, LLC; Vickery Land Co., LLC; Big Creek Utility Company, Inc.

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Forsyth County that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for public road purposes or other transportation purposes.

IT IS ORDERED that Forsyth County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the

Petition for Condemnation) by condemnation under the provisions of said Code, and County Attorney Ken Jarrard or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the Forsyth County Board of Commissioners, this _____ day of _____ 2025.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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678-455-7149 (facsimile)
patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Forsyth County, Georgia

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Legal	**Submitted by:**	Kiersten Law, County Clerk
Date Submitted:	05/12/2025	**Presenter:**	Ken Jarrard
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 059-541 (Parcel Owner: Truist Bank, as successor by merger to SunTrust Bank) of the Post Road Widening Project (Parcel No. 47); estimated just and adequate compensation: $242,300.00 for 4,046.75 square feet (0.093 acres) of fee simple right-of-way; 4,241.52 square feet of permanent easement for construction and maintenance of slopes, drainage, and utilities. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:

Comments:

Procurement Department Review/Comments:

Reviewed by:

Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO:

Reviewed by:

Comments:

Comments by Legal:

Workflow Selected: **Clerks Only**

Approval List:

Kiersten Law, Administration	Created/Initiated - 5/12/2025
Kiersten Law, Administration	Final Approval - 5/12/2025

FORSYTH COUNTY

Post Road Widening Project

Parcel 047
Tax Parcel ID No.: 059-541
Condemnee: Truist Bank, as successor by merger to SunTrust Bank

For Forsyth County Board of Commissioners
Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE
THE FORSYTH COUNTY POWERS OF EMINENT DOMAIN
IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY
SITUATED IN FORSYTH COUNTY, GEORGIA,
FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Forsyth County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for county road and/or other transportation purposes.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Ken Jarrard, County Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Forsyth County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Forsyth County, said property now or formerly vested in Truist Bank, as successor by merger to SunTrust Bank, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment. The Chairman may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the Board of Commissioners.

ADOPTED by the Forsyth County Board of Commissioners this ___ day of _____ 2025.

Forsyth County Board of Commissioners:

_____
Alfred John, Chairman

_____
Kerry Hill, Vice Chairman

_____
Mendy Moore, Secretary

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

_____
Todd Levent, Member

_____
Laura Semanson, Member

Attest:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Forsyth County, Georgia

EXHIBIT A

MATCH LINE PAR 40 SEE THIS SHEET RIGHT

MATCH LINE PAR 40 SEE THIS SHEET LEFT

SEE DRAWINGS No. 60-0019

SEE DRAWINGS No. 60-0021

MATCH LINE STA. 205+00

MATCH LINE STA. 210+00

MATCH LINE SEE DRAWINGS No. 60-0044

DE64298 1700+24.58 25.18

DE64299 1700+75.00 30.00

DE64061 1701+15.00 17.61

DE64060 1701+15.00 34.38

PESMT 2

Curve* 21
PI Sta= 1700+93.38
N= 1520978.01
E= 2280584.61
DELTA= 16°05'22.9" (LT)
D= 10°56'03.51"
T= 74.06
L= 147.15
R= 524.00
E= 5.21
e= N/A
Emax=4%
Design Speed 45 MPH

40 VICKERY RESIDENTIAL ASSOCIATION, INC.

DE64059 1701+40.00 37.90

DE64062 1701+40.00 16.16

DE64058 205+52.00 84.00

DE64053 1701+79.90 27.27

DE64052 1701+93.98 28.53

DE64057 205+39.00 -60.00

PESMT 1

AREA 2

DE64174 1701+69.28 16.15

DE64300 1700+46.00 -28.21

DE64301 1700+52.00 -62.00

PESMT 1

DE64302 1700+84.00 -62.00

DE64315 1701+10.00 -29.57

ESA - T&E Species Boundary

1701+00

EXIST. R/W

CURVE #2 CLINTON BAGLEY ST

S 53°31'34.14" E

206+00

P.T. 1701+66.47
N 1520933.9884
E 2280644.1644

DE64317 1701+68.00 -30.31

DE64316 206+58.00 -115.00

DE64085 207+28.00 -114.00

PESMT 2

DE64088 207+97.00 -75.00

DE64086 207+51.00 -86.00

DE64087 207+66.00 -78.00

Curve* 5
PI Sta= 216+03.22
N= 1521695.07
E= 2281310.67
DELTA= 48°47'12.1" (LT)
D= 03°25'14.32"
T= 759.58
L= 1426.24
R= 1675.00
E= 3.20
e= 3.20
Emax=4%
Design Speed 45 MPH

LL 244

LL 243

44 VICKERY POST ROAD PARCEL, LLC

DE64090 208+50.00 -117.00

DE64091 208+70.00 -120.00

DE64089 208+15.00 -107.00

P.C. 208+43.64
N 1521084.2685
E 2280859.1373

PESMT 3

DE64092 209+18.00 -70.87

DE64093 209+77.00 -70.25

EXIST. R/W

DE64188 1700+08.00 17.38

DE64297 1700+08.00 7.11

LIMIT OF R/W ACQUISTION STA. 1700+20.00

LIMIT OF CONSTRUCTION STA. 1700+08.00

1702+00

207+00

208+00

209+00

210+00

STA. 205+95.00
POST ROAD -
STA. 1702+50.00
CLINTON BAGLEY ST
N 1520884.3330
E 2280711.3339

90°000'00"

N 36°28'26" E

POST ROAD

CURVE #5

CONST CL

STA. 209+00
N 1521130.1472
E 2280891.8742

DE64081 205+68.00 83.00

DE64073 205+33.50 60.00

DE64080 205+50.37 71.25

DE64171 206+43.00 70.00

DE64100 206+41.00 55.36

DE64101 206+75.00 55.65

DE64106 206+97.00 86.00

DE64102 208+00.03 66.73

EXIST. R/W

43 WIDGARD SELF STORAGE CUMMING, GA TWO, LLC

DE64099 206+23.04 83.00

DE64082 206+12.97 83.00

DE64107 206+73.00 68.00

PESMT 1

DO NOT DISTURB EXISTING SIGN

AREA 2

PESMT 2

DE64170 206+30.00 83.00

ESA - SEE GENERAL NOTES 'ENVIRONMENTAL RESOURCES IMPACT TABLE' FOR CONSTRUCTION RESTRICTIONS

ESA - T&E Species Boundary

DE64075 205+33.00 94.00

DE64074 205+53.18 100.00

DE64084 205+55.13 120.00

45 AFV INVESTMENTS, LLC

DE64083 206+16.89 120.00

46 GOLDEN LIQUOR, LLC

AREA 1

DE64104 207+32.00 65.00

DE64105 207+35.00 84.00

DE64108 207+80.22 85.21

DE64120 208+01.05 77.00

DE64118 208+60.00 92.00

47 SUNTRUST BANK

PESMT 1

REQ'D R/W

REQ'D R/W

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR, MAINTENANCE OF SLOPES, DRAINAGE AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
04/22/24	PARS 44, 46, 47 REVISED ALL REQD, PESMT, DMESMT		
12/13/24	PAR 40 REVISED REQD R/W AND PESMT, UPDATED OWNERS		
	NAMES ON PARS 40, 43, 44, 46 & 47		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0006915
COUNTY:FORSYTH
LAND LOT NO: 243,244
LAND DISTRICT:2
GMD:880
DATE:06-16-23 SH 20 OF 105

DRAWING No. 60-0020

7/31/2015 GRWPLN

Parcel 44 PESMT 3 EASEMENT FOR CONSTR & DE6044-P3 MAINTENANCE OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64098	52.32 R	1801+09.01	S VICKERY ST/MAJORS RD CL
	22.89	S 33°45'20.2" W	
DE64093	70.25 L	209+77.00	POST ROAD
	108.17	N 32°32'51.0" W	
DE64094	50.36 R	1800+21.99	S VICKERY ST/MAJORS RD CL
	5.78	N 54°33'56.9" E	
DE64095	44.59 R	1800+22.44	S VICKERY ST/MAJORS RD CL
	22.56	S 38°55'40.6" E	
DE64096	45.00 R	1800+45.00	S VICKERY ST/MAJORS RD CL
	7.57	S 39°57'28.6" E	
DE64097	45.00 R	1800+52.57	S VICKERY ST/MAJORS RD CL

ARC LENGTH = 64.57
CHORD BEAR = S 47°30'29.2" E
LNTH CHORD = 64.38
RADIUS = 245.00
DEGREE = 23°23'09.7"

DE64304	45.00 R	1801+05.28	S VICKERY ST/MAJORS RD CL
	7.38	S 30°57'23.7" W	
DE64303	52.36 R	1801+05.69	S VICKERY ST/MAJORS RD CL
	4.19	S 56°16'22.9" E	
DE64098	52.32 R	1801+09.01	S VICKERY ST/MAJORS RD CL

REQD EASMT = 1472.26 SF
REQD EASMT = 0.034 ACRES

Parcel 45 REQD REQ'D R/W DE6045-A1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
27	55.18 R	205+48.80	POST ROAD
	58.67	N 36°15'49.3" E	
28	54.96 R	206+07.47	POST ROAD
	2.54	N 36°24'49.4" E	
30	54.96 R	206+10.01	POST ROAD
	28.20	S 59°33'49.7" E	
DE64082	83.00 R	206+12.97	POST ROAD
	44.97	S 36°28'25.9" W	
DE64081	83.00 R	205+68.00	POST ROAD
	21.19	S 70°09'13.9" W	
DE64080	71.25 R	205+50.37	POST ROAD
	16.15	N 59°06'01.7" W	
27	55.18 R	205+48.80	POST ROAD

REQD R/W = 1616.69 SF
REQD R/W = 0.037 ACRES
REMAINDER = +/- 8.2 ACRES

Parcel 45 DWY ESMT EASEMENT FOR CONSTR OF DRIVES DE6045-D1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64080	71.25 R	205+50.37	POST ROAD
	21.19	N 70°09'13.9" E	
DE64081	83.00 R	205+68.00	POST ROAD
	44.97	N 36°28'25.9" E	
DE64082	83.00 R	206+12.97	POST ROAD
	37.21	S 59°33'49.7" E	
DE64083	120.00 R	206+16.89	POST ROAD
	61.76	S 36°28'25.9" W	
DE64084	120.00 R	205+55.13	POST ROAD
	48.98	N 59°06'01.7" W	
DE64080	71.25 R	205+50.37	POST ROAD

REQD EASMT = 2376.30 SF
REQD EASMT = 0.055 ACRES

Parcel 46 REQD AREA 1 REQ'D R/W DE6046-A1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
30	54.96 R	206+10.01	POST ROAD

ARC LENGTH = 30.99
CHORD BEAR = N 37°12'31.7" E
LNTH CHORD = 30.99
RADIUS = 7606.31
DEGREE = 0°45'11.8"

DE64100	55.36 R	206+41.00	POST ROAD
	32.97	S 20°30'26.6" E	
DE64099	83.00 R	206+23.04	POST ROAD
	10.06	S 36°28'25.9" W	
DE64082	83.00 R	206+12.97	POST ROAD
	28.20	N 59°33'49.7" W	
30	54.96 R	206+10.01	POST ROAD

REQD R/W = 572.65 SF
REQD R/W = 0.013 ACRES

Parcel 46 REQD AREA 2 REQ'D R/W DE6046-A2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64101	55.65 R	206+75.00	POST ROAD

ARC LENGTH = 123.90
CHORD BEAR = N 36°22'09.5" E
LNTH CHORD = 123.90
RADIUS = 7606.31
DEGREE = 0°45'11.8"

32	55.42 R	207+98.90	POST ROAD
	11.36	S 59°13'07.8" E	
DE64102	66.73 R	208+00.03	POST ROAD
	68.05	S 37°55'38.3" W	
DE64104	65.00 R	207+32.00	POST ROAD
	19.24	S 62°29'55.5" E	
DE64105	84.00 R	207+35.00	POST ROAD
	38.05	S 33°27'39.9" W	
DE64106	86.00 R	206+97.00	POST ROAD
	37.49	N 89°27'46.1" W	
DE64101	55.65 R	206+75.00	POST ROAD

REQD R/W = 2074.54 SF
REQD R/W = 0.048 ACRES
REMAINDER = +/- 1.1 ACRES

Parcel 46 PESMT 1 REQ'D PERM. EASM'T. DE6046-P1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64100	55.36 R	206+41.00	POST ROAD

ARC LENGTH = 34.00
CHORD BEAR = N 36°57'50.5" E
LNTH CHORD = 34.00
RADIUS = 7606.31
DEGREE = 0°45'11.8"

DE64101	55.65 R	206+75.00	POST ROAD
	37.49	S 89°27'46.1" E	
DE64106	86.00 R	206+97.00	POST ROAD
	30.00	S 73°20'37.6" W	
DE64107	68.00 R	206+73.00	POST ROAD
	30.07	S 32°39'35.3" W	
DE64171	70.00 R	206+43.00	POST ROAD
	18.38	S 8°31'34.1" E	
DE64170	83.00 R	206+30.00	POST ROAD
	6.96	S 36°28'25.9" W	
DE64099	83.00 R	206+23.04	POST ROAD
	32.97	N 20°30'26.6" W	
DE64100	55.36 R	206+41.00	POST ROAD

REQD EASMT = 802.08 SF
REQD EASMT = 0.018 ACRES

Parcel 46 PESMT 2 REQ'D PERM. EASM'T. DE6046-P2

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64104	65.00 R	207+32.00	POST ROAD
	68.05	N 37°55'38.3" E	
DE64102	66.73 R	208+00.03	POST ROAD
	10.32	S 59°13'07.8" E	
DE64120	77.00 R	208+01.05	POST ROAD
	22.39	S 14°58'01.8" W	
DE64108	85.21 R	207+80.22	POST ROAD
	45.24	S 38°00'16.6" W	
DE64105	84.00 R	207+35.00	POST ROAD
	19.24	N 62°29'55.5" W	
DE64104	65.00 R	207+32.00	POST ROAD

REQD EASMT = 1184.77 SF
REQD EASMT = 0.027 ACRES

Parcel 47 REQD REQ'D R/W DE6047-A1

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
32	55.42 R	207+98.90	POST ROAD
	93.12	N 35°45'58.4" E	
34	54.95 R	208+90.48	POST ROAD
	111.76	N 34°08'03.3" E	
35	57.12 R	209+98.62	POST ROAD
	29.92	N 77°04'17.8" E	
36	36.21 R	1802+53.77	S VICKERY ST/MAJORS RD CL
	33.24	S 58°50'28.7" E	
DE64113	36.91 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	15.09	S 29°57'16.5" W	
DE64112	52.00 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	32.19	N 60°52'52.4" W	
DE64111	52.47 R	1802+54.81	S VICKERY ST/MAJORS RD CL
	210.40	S 37°55'38.3" W	
DE64102	66.73 R	208+00.03	POST ROAD
	11.36	N 59°13'07.8" W	
32	55.42 R	207+98.90	POST ROAD

REQD R/W = 4046.75 SF
REQD R/W = 0.093 ACRES
REMAINDER = +/- 1.3 ACRES

Parcel 47 PESMT 1 REQ'D PERM. EASM'T. DE6047-P1

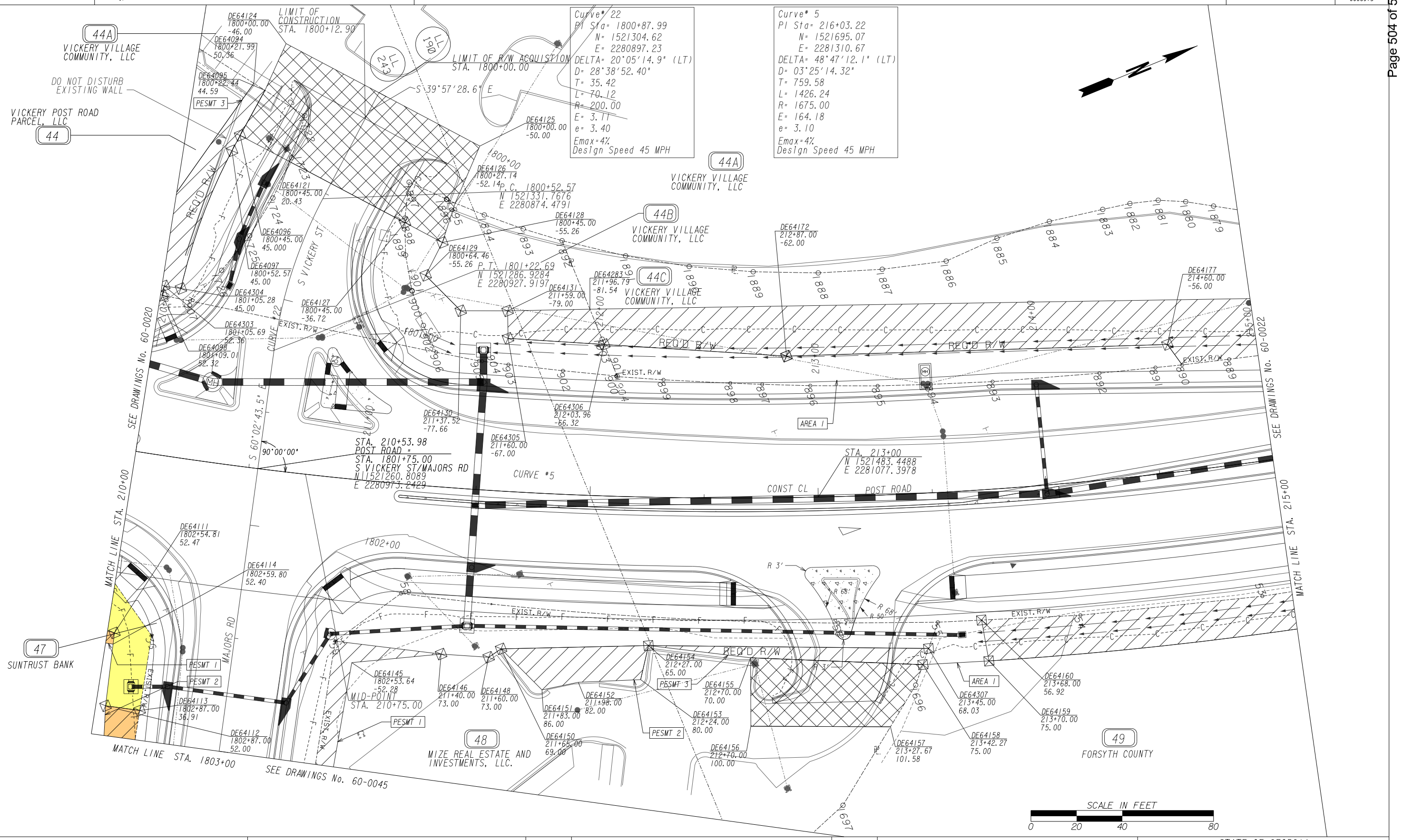
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64102	66.73 R	208+00.03	POST ROAD
	210.40	N 37°55'38.3" E	
DE64111	52.47 R	1802+54.81	S VICKERY ST/MAJORS RD CL
	4.99	S 60°52'52.4" E	
DE64114	52.40 R	1802+59.80	S VICKERY ST/MAJORS RD CL
	150.84	S 30°48'08.2" W	
DE64118	92.00 R	208+60.00	POST ROAD
	61.68	S 50°28'08.3" W	
DE64120	77.00 R	208+01.05	POST ROAD
	10.32	N 59°13'07.8" W	
DE64102	66.73 R	208+00.03	POST ROAD

REQD EASMT = 3162.40 SF
REQD EASMT = 0.073 ACRES

DATE	REVISIONS	DATE	REVISIONS
08/24/23	ADDED TABLES FOR PAR 46 TEQD A3 AND PESMT P1 & P2		
04/22/24	REVISED PAR 44, 46, 47 TABLES		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO: 243, 244,
LAND DISTRICT:2
GMD :880
DATE :06-16-23 SH 20B OF 105

DRAWING No.
60-0020B



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR, MAINTENANCE OF SLOPES, DRAINAGE AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
04/22/24	PARS 44, 47 REVISED ALL REQD, PESMT, DMESMT		
05/07/24	PARS 44A-44C, 48, 49 REVISED ALL REQD, PESMT, DMESMT		
12/13/24	UPDATED OWNERS NAMES ON PARS 44, 44A, 44B, 44C, & 47; ADDED NOTE ON PAR 44		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO: 190, 243
LAND DISTRICT:2
GMD:880
DATE:06-16-23 SH 21 OF 105
DRAWING No.
60-0021

****
Parcel 44C PESMT 1 EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES DE6044C-PI
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64306	66.32 L	212+03.96	POST ROAD
	2.51	N 89°58'15.5" W	
1903	68.61 L	212+02.89	POST ROAD
	14.18	N 89°58'15.5" W	
DE64283	81.54 L	211+96.79	POST ROAD
	298.82	N 21°14'25.8" E	
DE64138	70.00 L	215+10.00	POST ROAD
	24.21	S 76°19'12.2" E	
DE64139	45.79 L	215+10.00	POST ROAD
	22.52	S 15°05'47.6" W	
889	46.19 L	214+86.85	POST ROAD
	20.74	S 15°14'39.4" W	
890	46.34 L	214+65.52	POST ROAD
	11.04	S 76°18'51.8" W	
DE64177	56.00 L	214+60.00	POST ROAD
	166.94	S 20°24'21.9" W	
DE64172	62.00 L	212+87.00	POST ROAD
	79.96	S 25°49'25.5" W	
DE64306	66.32 L	212+03.96	POST ROAD

REQD EASMT = 6248.69 SF
REQD EASMT = 0.143 ACRES

****
Parcel 47 PESMT 2 REQ'D PERM. EASM'T. DE6047-P2
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64113	36.91 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	143.03	S 58°50'28.7" E	
DE64123	39.91 R	1804+30.00	S VICKERY ST/MAJORS RD CL
	143.51	N 64°52'36.5" W	
DE64112	52.00 R	1802+87.00	S VICKERY ST/MAJORS RD CL
	15.09	N 29°57'16.5" E	
DE64113	36.91 R	1802+87.00	S VICKERY ST/MAJORS RD CL

REQD EASMT = 1079.12 SF
REQD EASMT = 0.025 ACRES

****
Parcel 48 REQD REQ'D R/W DE6048-AI
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
58	47.92 R	211+21.08	POST ROAD

ARC LENGTH = 192.18
CHORD BEAR = N 26°01'36.1" E
LNTH CHORD = 192.06
RADIUS = 1549.14
DEGREE = 3°41'54.8"

56	55.40 R	213+07.35	POST ROAD
	43.54	N 21°40'49.4" E	
55	56.76 R	213+49.46	POST ROAD
	12.18	S 48°26'17.6" E	
DE64307	68.03 R	213+45.00	POST ROAD
	122.70	S 22°45'16.8" W	
DE64154	65.00 R	212+27.00	POST ROAD
	64.60	S 20°52'17.0" W	
DE64150	69.00 R	211+65.00	POST ROAD
	6.57	S 11°56'18.2" E	
DE64148	73.00 R	211+60.00	POST ROAD
	20.87	S 25°59'39.3" W	
DE64146	73.00 R	211+40.00	POST ROAD
	46.73	S 29°08'19.4" W	
59	71.34 R	210+95.23	POST ROAD
	35.57	N 13°45'30.6" W	
58	47.92 R	211+21.08	POST ROAD

REQD R/W = 3799.58 SF
REQD R/W = 0.087 ACRES
REMAINDER = +/- 1.1 ACRES

****
Parcel 48 PESMT 1 EASEMENT FOR CONSTR & MAINTENENCE OF SLOPES DE6048-PI
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
59	43.83 L	1802+45.30	S VICKERY ST/MAJORS RD CL
	46.73	N 29°08'19.4" E	
DE64146	73.00 R	211+40.00	POST ROAD
	39.32	S 16°42'51.1" W	
DE64145	52.28 L	1802+53.64	S VICKERY ST/MAJORS RD CL
	98.29	S 57°52'45.2" E	
DE64144	48.57 L	1803+51.86	S VICKERY ST/MAJORS RD CL
	92.04	S 60°18'52.2" E	
DE64143	49.00 L	1804+43.89	S VICKERY ST/MAJORS RD CL
	19.36	S 27°10'56.6" W	
61	29.66 L	1804+44.83	S VICKERY ST/MAJORS RD CL
	125.21	N 54°21'05.6" W	
60	42.08 L	1803+20.23	S VICKERY ST/MAJORS RD CL
	74.95	N 58°42'23.5" W	
59	43.83 L	1802+45.30	S VICKERY ST/MAJORS RD CL

REQD EASMT = 2389.68 SF
REQD EASMT = 0.055 ACRES

****
Parcel 48 PESMT 2 EASEMENT FOR CONSTR & MAINTENENCE OF SLOPES DE6048-P2
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64150	69.00 R	211+65.00	POST ROAD
	64.60	N 20°52'17.0" E	
DE64154	65.00 R	212+27.00	POST ROAD
	15.32	S 54°48'08.2" E	
DE64153	80.00 R	212+24.00	POST ROAD
	27.33	S 19°42'40.3" W	
DE64152	82.00 R	211+98.00	POST ROAD
	16.25	S 10°21'39.2" W	
DE64151	86.00 R	211+83.00	POST ROAD
	25.37	S 67°14'41.7" W	
DE64150	69.00 R	211+65.00	POST ROAD

REQD EASMT = 871.88 SF
REQD EASMT = 0.020 ACRES

****
Parcel 48 PESMT 3 EASEMENT FOR CONSTR & MAINTENENCE OF SLOPES DE6048-P3
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64154	65.00 R	212+27.00	POST ROAD
	122.70	N 22°45'16.8" E	
DE64307	68.03 R	213+45.00	POST ROAD
	7.53	S 48°26'17.6" E	
DE64158	75.00 R	213+42.27	POST ROAD
	75.56	S 24°26'48.2" W	
DE64155	70.00 R	212+70.00	POST ROAD
	45.01	S 29°00'08.4" W	
DE64154	65.00 R	212+27.00	POST ROAD

REQD EASMT = 572.44 SF
REQD EASMT = 0.013 ACRES

****
Parcel 48 DWY ESMT EASEMENT FOR CONSTR OF DRIVES DE6048-DI
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64155	70.00 R	212+70.00	POST ROAD
	75.56	N 24°26'48.2" E	
DE64158	75.00 R	213+42.27	POST ROAD
	9.48	S 48°26'17.6" E	
1696	83.78 R	213+38.87	POST ROAD
	21.36	S 36°40'42.6" E	
DE64157	101.58 R	213+27.67	POST ROAD
	61.16	S 22°22'51.8" W	
DE64156	100.00 R	212+70.00	POST ROAD
	30.00	N 68°06'37.8" W	
DE64155	70.00 R	212+70.00	POST ROAD

REQD EASMT = 1986.91 SF
REQD EASMT = 0.046 ACRES

****
Parcel 49 REQD AREA 1 REQ'D R/W DE6049-AI
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
55	56.76 R	213+49.46	POST ROAD
	19.17	N 19°21'13.4" E	
DE64160	56.92 R	213+68.00	POST ROAD
	18.20	S 78°03'25.9" E	
DE64159	75.00 R	213+70.00	POST ROAD
	28.97	S 18°56'35.1" W	
DE64158	75.00 R	213+42.27	POST ROAD
	19.71	N 48°26'17.6" W	
55	56.76 R	213+49.46	POST ROAD

REQD R/W = 436.53 SF
REQD R/W = 0.010 ACRES
SEE AREA 2 TABLE ON SHEET 60-0022A FOR REMAINDER

****
Parcel 49 PESMT EASEMENT FOR CONSTR & MAINTENENCE OF SLOPES DE6049-PI
****

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE64160	56.92 R	213+68.00	POST ROAD
	43.35	N 19°21'13.4" E	
54	58.08 R	214+09.90	POST ROAD
	80.12	N 16°11'06.4" E	
53	58.65 R	214+87.33	POST ROAD
	83.13	N 13°27'15.4" E	
52	59.19 R	215+67.64	POST ROAD
	82.02	N 10°22'20.4" E	
51	59.22 R	216+46.87	POST ROAD
	108.23	N 6°56'04.4" E	
50	58.70 R	217+51.43	POST ROAD
	109.08	N 1°58'13.4" E	
49	55.56 R	218+56.89	POST ROAD
	107.27	N 2°58'39.6" W	
48	49.92 R	219+60.76	POST ROAD
	10.51	N 6°54'39.6" W	
DE64168	49.00 R	219+70.92	POST ROAD

ARC LENGTH = 269.05
CHORD BEAR = N 6°33'26.8" W
LNTH CHORD = 268.78
RADIUS = 1724.00
DEGREE = 3°19'24.3"

DE64167	49.00 R	222+32.33	POST ROAD
	46.01	N 78°00'56.4" E	
DE64166	42.03 R	2000+94.57	POLO DR CL
	46.29	S 19°02'47.9" E	
DE64165	88.00 R	2001+00.00	POLO DR CL
	174.53	S 2°07'30.6" W	
DE64164	75.00 R	220+26.00	POST ROAD

ARC LENGTH = 685.37
CHORD BEAR = S 7°14'56.9" W
LNTH CHORD = 681.00
RADIUS = 1750.00
DEGREE = 3°16'26.6"

DE64159	75.00 R	213+70.00	POST ROAD
	18.20	N 78°03'25.9" W	
DE64160	56.92 R	213+68.00	POST ROAD

REQD EASMT = 21551.22 SF
REQD EASMT = 0.495 ACRES

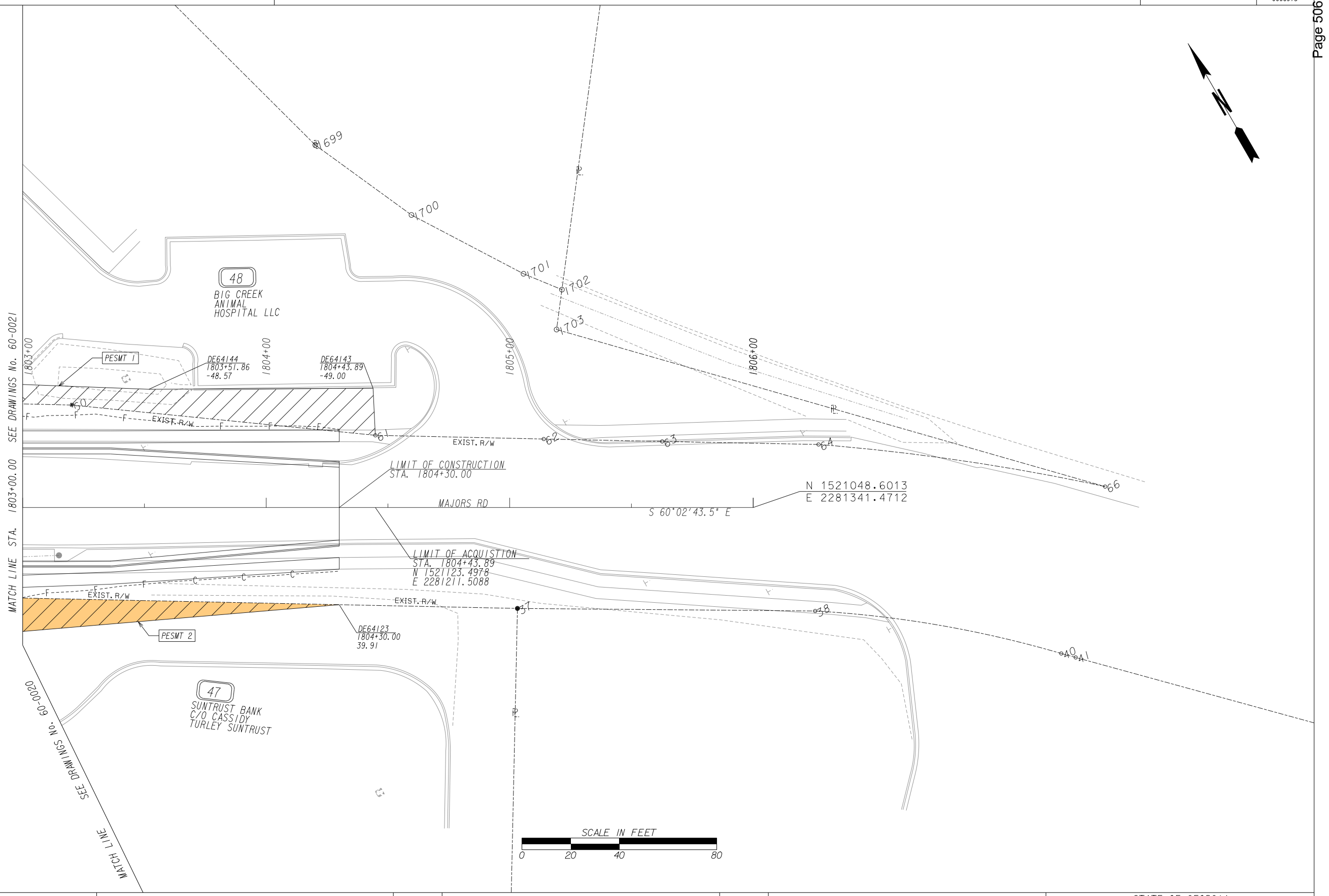
PARCEL 44C CONTINUES ON SHEET 60-0022A

DATE	REVISIONS	DATE	REVISIONS
08/24/23	ADDED PT 1903 TO PAR 44C PESMT		
03/29/24	MOVED ALL TABLES FROM SHEET 60-0021C TO THIS SHEET; ADDED PAR 47 PESMT 2		
05/07/24	PARS 44C, 47-49 UPDATED ALL REQD, PESMT & DMESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY:FORSYTH
LAND LOT NO:190,243
LAND DISTRICT:2
GMD:880
DATE:06-16-23 SH21B OF 105

DRAWING No.
60-0021B

7/31/2015 GRWPLN



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
04/22/24	REVISED PESMT PAR 47		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP

PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO:243
LAND DISTRICT:2
GMD :880
DATE :06-16-23 SH44 OF 105

DRAWING No. 60-0044

7/31/2015 GRWPLN

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, Forsyth County, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, Forsyth County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above-referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," Forsyth County, Georgia estimates $242,300.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, Forsyth County, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which

is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

JARRARD & DAVIS, LLP
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Attorneys for Condemnor

ORDER OF THE FORSYTH COUNTY BOARD OF COMMISSIONERS TO CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT

WHEREAS, the Board of Commissioners of Forsyth County has laid out and determined to construct a public transportation facility for Forsyth County at parcel identification number 059-541, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.093 Acres of Fee Simple Right of Way; and, 4,241.52 Square Feet of Permanent Easement for Construction and Maintenance of Slopes, Drainage, and Utilities
Owner(s):	Truist Bank, as successor by merger to SunTrust Bank
Potentially Interested Parties:	AFV Investments, LLC; Sawnee Electric Membership Corporation; Polo Fields II, LLC; Vickery Land Co., LLC; Big Creek Utility Company, Inc.; Forsyth County Tax Commissioner

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Forsyth County that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for public road purposes or other transportation purposes.

IT IS ORDERED that Forsyth County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the

Petition for Condemnation) by condemnation under the provisions of said Code, and County Attorney Ken Jarrard or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the Forsyth County Board of Commissioners, this _____ day of _____ 2025.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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Attorneys for Forsyth County, Georgia

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Legal	**Submitted by:**	Kiersten Law, County Clerk
Date Submitted:	05/12/2025	**Presenter:**	Ken Jarrard
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **Yes** **If time sensitive, what is the deadline date? 5/20/2025**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board consideration and approval of a Resolution to condemn property interest in Tax Parcel No. 056-041 (Parcel Owner: PT Westbrook Partners I, LLC) of the Post Road Widening Project (Parcel No. 147); estimated just and adequate compensation: $199,200.00 for 8,178.10 square feet (0.188 acres) of fee simple right-of-way; 9,629.62 square feet of permanent easement for construction and maintenance of slopes; 564.81 square feet of temporary easement for construction of slopes; one (1) driveway easement. Staff requests this item be considered on a *"Time Sensitive"* basis - County Attorney

Recommended Action: **Approve**

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:
Has this agenda item been reviewed by the County Attorney's Office?
YES/NO:
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **Clerks Only**

Approval List:

Kiersten Law, Administration	Created/Initiated - 5/12/2025
Kiersten Law, Administration	Final Approval - 5/12/2025

FORSYTH COUNTY

Post Road Widening Project

Parcel 147
Tax Parcel ID No.: 056-041
Condemnee: PT Westbrook Partners I, LLC

For Forsyth County Board of Commissioners
Review, Consideration, and Execution:

(1) Resolution
(2) Declaration of Taking
(3) Order to Condemn

RESOLUTION

A RESOLUTION AUTHORIZING ITS ATTORNEY TO EXERCISE
THE FORSYTH COUNTY POWERS OF EMINENT DOMAIN
IN THE ACQUISITION OF CERTAIN INTERESTS IN PROPERTY
SITUATED IN FORSYTH COUNTY, GEORGIA,
FOR PUBLIC ROAD AND/OR OTHER PUBLIC TRANSPORTATION PURPOSES

WHEREAS, pursuant to Article 9, Section 2, Paragraph 5 of the Georgia Constitution, counties may acquire private property in fee simple or in any lesser interest by eminent domain for public purposes; and,

WHEREAS, the governing authority of Forsyth County, Georgia, a political subdivision of the State of Georgia, has determined that the circumstances of this matter are such that there is a necessity for exercising its powers of eminent domain pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the acquisition of certain interests in property for county road and/or other transportation purposes.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED, Ken Jarrard, County Attorney, or his designee, is ordered and directed to institute proceedings in rem pursuant to O.C.G.A. Section 32-3-1 *et seq.* in the Forsyth County Superior Court in order to condemn that certain property and interest therein more particularly described in Exhibit "A" which is attached hereto and made a part hereof by reference as though fully set forth at this point, all to the use of Forsyth County, said property now or formerly vested in PT Westbrook Partners I, LLC, their successors or assigns. It is further resolved that payment of just and adequate compensation therefore be made to the person or persons entitled to such payment. The Chairman may sign any documents and/or pleadings required for proper filing under the aforementioned code sections including a Declaration of Taking and Order of the Board of Commissioners.

ADOPTED by the Forsyth County Board of Commissioners this ___ day of _____ 2025.

Forsyth County Board of Commissioners:

_____
Alfred John, Chairman

_____
Kerry Hill, Vice Chairman

_____
Mendy Moore, Secretary

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

_____
Todd Levent, Member

_____
Laura Semanson, Member

Attest:

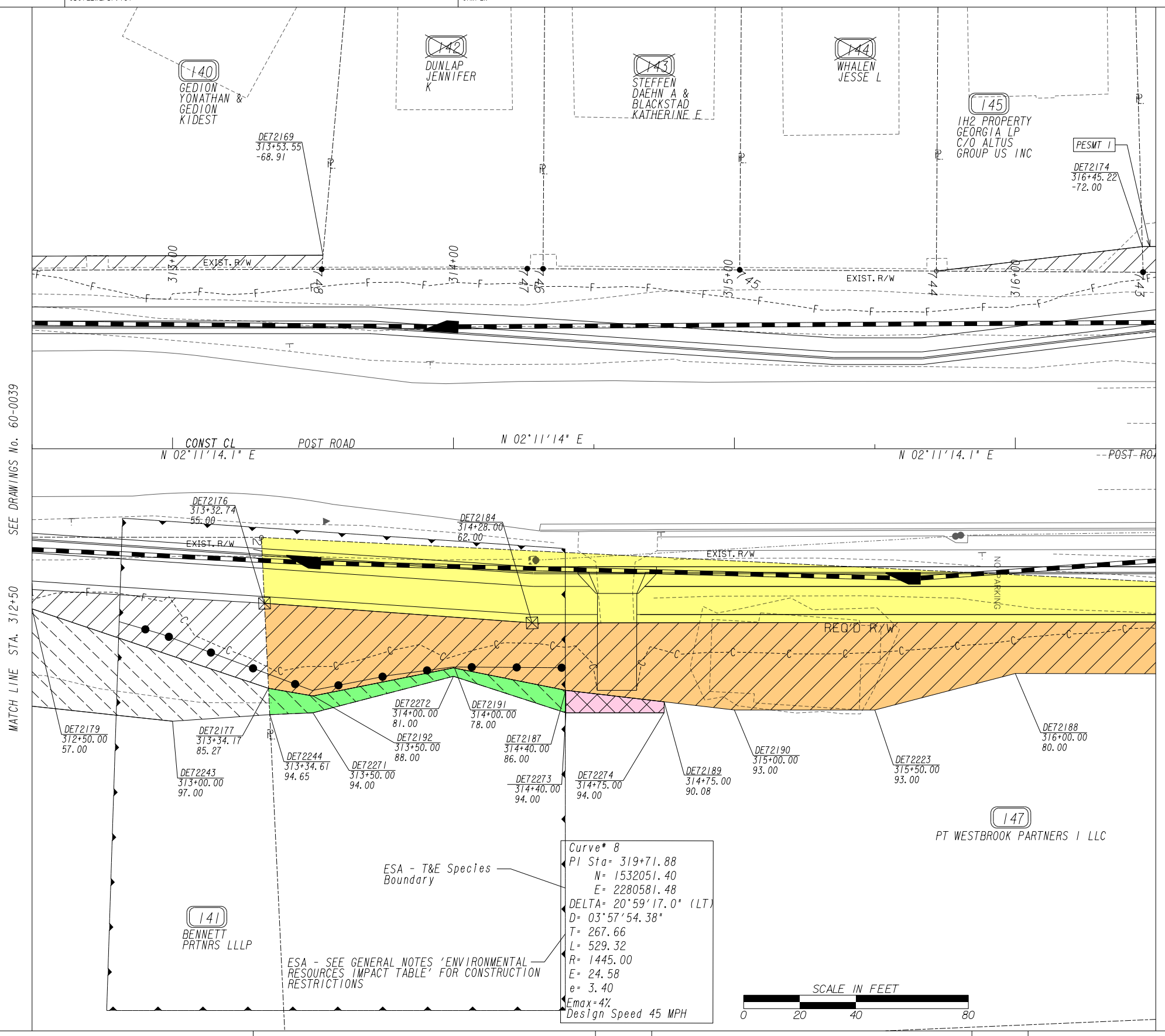
_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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Attorneys for Forsyth County, Georgia

EXHIBIT A



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
08/24/23	ADDED POINT NUM FOR PAR 137 & 139 DW ESMT		
03/12/24	PARS 135-139, 141 REVISED ALL REQD, PESMT, DWESMT; ADDED TESMT TO PARS 138, 139, 141		
05/10/24	PARS 140, 145, 147 REVISED ALL REQD R/W, PESMT, DWESMT; ADDED PAR 147 TESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO:1233
LAND DISTRICT:3
GMD:880
DATE:06-16-23 SH39 OF 105
DRAWING No. 60-0040

7/31/2015 GRWPLN

Parcel 145 REQD PESMT EASEMENT FOR CONSTR & DE6145-PI
MAINTENANCE OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
744	63.27 L	315+71.90	POST ROAD
	73.84	N 4°35'59.5" W	
DE72174	72.00 L	316+45.22	POST ROAD
	9.16	S 89°25'20.8" E	
743	62.84 L	316+45.48	POST ROAD
	73.58	S 2°31'33.0" W	
744	63.27 L	315+71.90	POST ROAD

REQD EASMT = 336.98 SF
REQD EASMT = 0.008 ACRES

Parcel 146 REQD PESMT 1 EASEMENT FOR CONSTR & DE6146-PI
MAINTENANCE OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
743	62.84 L	316+45.48	POST ROAD
	9.16	N 89°25'20.8" W	
DE72174	72.00 L	316+45.22	POST ROAD
	18.11	N 2°11'14.1" E	
DE72180	72.00 L	316+63.33	POST ROAD
	9.27	S 87°48'45.9" E	
DE72218	62.73 L	316+63.33	POST ROAD
	17.85	S 2°31'33.0" W	
743	62.84 L	316+45.48	POST ROAD

REQD EASMT = 165.63 SF
REQD EASMT = 0.004 ACRES

Parcel 147 REQD RW Area REQ'D R/W DE6147-AI

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
211	31.56 R	313+31.63	POST ROAD
	330.48	N 5°01'30.7" E	
212	47.92 R	316+61.71	POST ROAD
	58.90	N 4°47'30.9" W	
213	40.85 R	317+19.73	POST ROAD
	29.06	N 47°53'13.6" E	
214	62.00 R	317+38.98	POST ROAD
	312.47	S 2°06'26.7" W	
DE72184	62.00 R	314+28.00	POST ROAD
	95.52	S 6°23'23.7" W	
DE72176	55.00 R	313+32.74	POST ROAD
	23.47	S 89°29'05.2" W	
211	31.56 R	313+31.63	POST ROAD

REQD R/W = 8178.10 SF
REQD R/W = 0.188 ACRES
REMAINDER = +/- 1.36 ACRES

Parcel 147 REQD PESMT EASEMENT FOR CONSTR & DE6147-PI
MAINTENANCE OF SLOPES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE72176	55.00 R	313+32.74	POST ROAD
	95.52	N 6°23'23.7" E	
DE72184	62.00 R	314+28.00	POST ROAD
	312.47	N 2°06'26.7" E	
214	62.00 R	317+38.98	POST ROAD
	18.74	S 88°26'54.3" E	
DE72185	80.74 R	317+38.75	POST ROAD
	140.68	S 2°18'35.6" W	
DE72188	80.00 R	316+00.00	POST ROAD
	51.66	S 12°23'13.1" E	
DE72223	93.00 R	315+50.00	POST ROAD
	50.00	S 2°11'14.1" W	
DE72190	93.00 R	315+00.00	POST ROAD
	60.41	S 8°50'30.0" W	
DE72187	86.00 R	314+40.00	POST ROAD
	40.79	S 13°29'49.9" W	
DE72191	78.00 R	314+00.00	POST ROAD
	50.99	S 9°07'21.6" E	
DE72192	88.00 R	313+50.00	POST ROAD
	16.07	S 11°57'14.8" W	
DE72177	85.27 R	313+34.17	POST ROAD
	30.31	S 89°29'05.2" W	
DE72176	55.00 R	313+32.74	POST ROAD

REQD EASMT = 9629.62 SF
REQD EASMT = 0.221 ACRES

Parcel 147 DWY ESMT 1 EASEMENT FOR CONSTR OF DRIVES DE6147-DI

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE72187	86.00 R	314+40.00	POST ROAD
	35.24	N 8°50'30.0" E	
DE72189	90.08 R	314+75.00	POST ROAD
	3.92	S 87°48'45.9" E	
DE72274	94.00 R	314+75.00	POST ROAD
	35.00	S 2°11'14.1" W	
DE72273	94.00 R	314+40.00	POST ROAD
	8.00	N 87°48'45.9" W	
DE72187	86.00 R	314+40.00	POST ROAD

REQD EASMT = 208.54 SF
REQD EASMT = 0.005 ACRES

Parcel 147 REQD TESMT 1 REQ'D TEMP. EASM'T. DE6147-TI

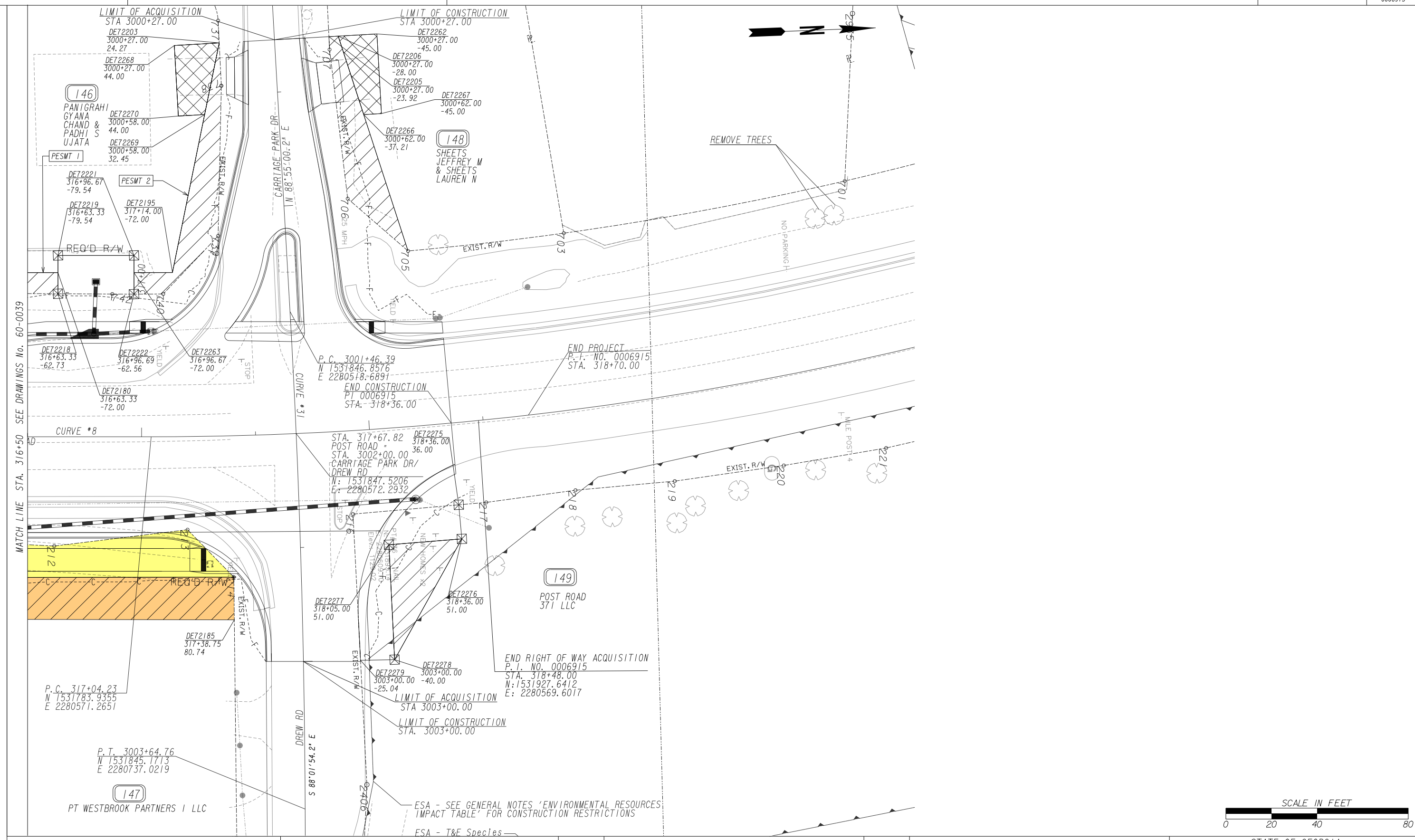
PNT	OFFSET/	STATION/	ALIGNMENT
DE72177	85.27 R	313+34.17	POST ROAD
DE72192	88.00 R	313+50.00	POST ROAD
DE72191	78.00 R	314+00.00	POST ROAD
DE72187	86.00 R	314+40.00	POST ROAD
DE72273	94.00 R	314+40.00	POST ROAD
DE72272	81.00 R	314+00.00	POST ROAD
DE72271	94.00 R	313+50.00	POST ROAD
DE72244	94.65 R	313+34.61	POST ROAD
DE72177	85.27 R	313+34.17	POST ROAD

REQD EASMT AREA = 564.81 SF

DATE	REVISIONS	DATE	REVISIONS
05/10/24	PARS 145-147 REVISED ALL REQD R/W, PESMT & DWESMT; ADDED PAR 147 TESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO:1233
LAND DISTRICT:3
GMD 880
DATE:06-16-23 SH39B OF 105

DRAWING No.
60-0040A



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
EXISTING LIMIT OF ACCESS
REQ'D LIMIT OF ACCESS
EXISTING LIMIT OF ACCESS & R/W
REQ'D LIMIT OF ACCESS & R/W
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA

DATE	REVISIONS	DATE	REVISIONS
08/24/23	UPDATED PT DE72170		
03/12/24	PAR 141 REVISED ALL REQD, PESMT		
05/10/24	PARS 146-148 REVISED REQD R/W, PESMT & ONESMT; ADDED PAR 149		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO:0006915
COUNTY: FORSYTH
LAND LOT NO:1233
LAND DISTRICT:3
GMD :880
DATE :06-16-23 SH40 OF 105

DRAWING No. 60-0041

7/31/2015 GRWPLN

EXHIBIT "A"

DECLARATION OF TAKING

WHEREAS, Forsyth County, Georgia, has made and passed a Resolution finding that the circumstances in connection with acquiring certain interests in property for public road or other transportation purposes are such that it is necessary to acquire title, estate, or interest in the lands fully described in said order to condemn contained in the Resolution, a certified copy/duplicate original of which is attached to this Declaration as Appendix A to Exhibit "A," and made a part hereof, under O.C.G.A. §§ 32-3-1 *et seq.,* and

WHEREAS, said interests in property are for public purposes upon, across, and over the tract of land in said county, as fully described in the attachment hereto identified as Appendix B to Exhibit "A," and made a part hereof; and

WHEREAS, Forsyth County, Georgia, has caused an investigation and report to be made by a competent land appraiser upon which to estimate the sum of money to be deposited in the Court as just and adequate compensation for the interests in property, above-referred to, a copy of the appraiser's sworn statement being attached hereto identified as Appendix C to Exhibit "A," and made a part hereof; and

WHEREAS, in consequence of the sworn statement, Appendix C to Exhibit "A," Forsyth County, Georgia estimates $199,200.00 as just and adequate compensation to be paid for said interests in property, as fully described in Appendix B to Exhibit "A" which is attached hereto and made a part hereof and now deposits said sum in the Court to the use of the persons entitled thereto.

NOW, THEREFORE, the premises considered, Forsyth County, Georgia, under authority of the Official Code of Georgia Annotated §§ 32-3-1 *et seq.* and O.C.G.A. § 22-3-140 hereby declares that the property and interests as described in Appendix B to Exhibit "A," which

is attached hereto and made a part hereof of this Declaration, is taken for purposes of locating, constructing, maintaining, repairing, replacing, extending, expanding, and/or installing infrastructure for a public road or other transportation purposes.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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Attorneys for Condemnor

ORDER OF THE FORSYTH COUNTY BOARD OF COMMISSIONERS TO CONDEMN PROPERTY FOR PURPOSES OF CONSTRUCTING AND IMPROVING A PUBLIC TRANSPORTATION PROJECT

WHEREAS, the Board of Commissioners of Forsyth County has laid out and determined to construct a public transportation facility for Forsyth County at parcel identification number 056-041, being more fully described and shown in the description and drawing attached as Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation).

WHEREAS, the tract of property and other rights as herein described and as listed below shown of record as owned by the persons named herein, all as described and shown in Appendix B to the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) incorporated herein by reference and made a part of this Order are essential for the construction of said project:

Property/Rights:	0.188 Acres of Fee Simple Right of Way; 9,629.62 Square Feet of Permanent Easement for the Construction and Maintenance of Slopes; 564.81 Square Feet of Temporary Easement for Construction of Slopes; and, One (1) Driveway Easement
Owner(s):	PT Westbrook Partners I, LLC
Potentially Interested Parties:	None

NOW THEREFORE, in accordance with O.C.G.A. § 32-3-6(b)(6) and (c), it is hereby found by the Board of Commissioners of Forsyth County that the circumstances are such that it is necessary that the property as described in Appendix B to Exhibit "A" of the Declaration of Taking be acquired by condemnation under the provisions of O.C.G.A. § 32-3-1 *et seq*. for public road purposes or other transportation purposes.

IT IS ORDERED that Forsyth County proceed to acquire the title, estate or interest in the lands hereinafter described in Appendix B of the Declaration of Taking (Exhibit "A" to the Petition for Condemnation) by condemnation under the provisions of said Code, and County

Attorney Ken Jarrard or his designees are authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation all in accordance with the provisions of said law.

SO ORDERED by the Forsyth County Board of Commissioners, this _____ day of _____ 2025.

_____
ALFRED JOHN, Chairman
Forsyth County Board of Commissioners

ATTEST:

_____
Clerk to the Board

APPROVED AS TO FORM:

/s/ Priya M. Patel
Patrick D. Jaugstetter
Georgia Bar No. 389680
Priya M. Patel
Georgia Bar No. 869743

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patrickj@jarrard-davis.com
ppatel@jarrard-davis.com
Attorneys for Forsyth County, Georgia

Forsyth County
Board of Commissioners

AGENDA REQUEST

Department/Office:	Administration	**Submitted by:**	Kiersten Law, County Clerk
Date Submitted:	05/16/2025	**Presenter:**	David McKee
Meeting Date:	5/20/2025	**Department Head:**	

Order of Business: **[AGENDA_ITEM_SECTION_NAME]**

Is this item time sensitive? **No** **If time sensitive, what is the deadline date?**

Agenda Header: (Will be stated on Agenda as specified in space below)

Board discussion and instruction regarding land of use vision, comprehensive planning, older zoning in need of review, and other related land use issues in light of the Board's recently imposed moratoria use - County Manager

Recommended Action:

Budgetary Information:

Finance Department Review/Comments:

Reviewed by:
Comments:

Procurement Department Review/Comments:

Reviewed by:
Comments:

Legal Review/Comments:

Completed by submitter:

Has this agenda item been reviewed by the County Attorney's Office?

YES/NO:
Reviewed by:
Comments:
Comments by Legal:

Workflow Selected: **Clerks Only**

Approval List:

Kiersten Law, Administration	Created/Initiated - 5/16/2025
Kiersten Law, Administration	Final Approval - 5/16/2025