



## WHITE COUNTY BOARD OF COMMISSIONERS

### WORK SESSION & REGULAR MEETING

MONDAY, AUGUST 28, 2023 AT 4:30 P.M.

### AGENDA

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1. Call to Order.
2. Pledge of Allegiance.
3. Invocation – Pastor Garrett Kersey, The Bridge Church & The White County Ministerial Alliance
4. Consider adoption of the following meeting minutes:
  - July 31, 2023 Public Hearing, Work Session, & Called Meeting,
  - August 7, 2023 Regular Meeting, and
  - August 21, 2023 Called Meeting & Executive Session

### LAND USE ITEMS

**NOTE: In reference to land use agenda items #5 - #6 – Georgia Zoning Procedures Law (O.C.G.A. 36-66-1, et seq.) requires a public hearing be advertised and held prior to any proposed zoning decision with a minimum of 10 minutes (per side) for both proponents and opponents to present data, evidence, and opinion. This requirement was met for the following items at the public hearing held at the Planning Commission Meeting on July 31, 2023. All information presented was then forwarded to the Board of Commissioners.**

5. Consider the land use application filed by Michael Caudell to request a conditional use permit 147 Sara Lane Sautee Nacoochee, Georgia. Tax map and parcel 055D-094. Total acreage is 0.927. The proposed use is to place in short-term rental program. Present zoning is R-1, Residential Single-Family District.
6. Consider the land use application filed by Scott & Judy Hancock to request a conditional use permit at 1304 Highway 17 Sautee Nacoochee, Georgia. Tax map and parcel 071-009. Total acreage is 16.86. The proposed use is to place in short-term rental program. Present zoning is A-1, Agriculture Forestry District.

### NEW BUSINESS

7. Consider awarding the bid for repairs to the White County Transfer Station Floor through funding from the Solid Waste Fund.
8. Consider approval of a grant application for the Enotah Judicial Circuit – for American Rescue Plan Act funds.
9. Consider approval of an Intergovernmental Agreement with the White County Board of Education for designation of an area at the Central Office for a secondary/back-up Emergency Operations Center (EOC) and 911 Center.

10. Consider designating a training area for public safety - including (Fire, EMA and Law Enforcement) per creditable ISO criteria.
11. Consider options for improving the County's Information Technology back-up system.
12. Consider awarding the contract for the right -of-way vegetation control program.
13. Consider awarding the contract for county road signage on 23 county roads related to the Georgia Department of Transportation (GDOT) Roadway Safety Grant Project.
14. Receive information and discuss the option of applying for Georgia Department of Transportation (GDOT) Transit Program Section 5311 Funding for support in providing transit services for White County beginning in the 2025 Fiscal Year.
15. Ms. Jodi Ligon, Finance Director, to present the monthly Financial Status Report.
16. County Manager Comments.
17. Public Comment.
18. Announcements:
  - Monday, September 4, 2023 County Offices closed in observance of Labor Day – No Meeting
19. Consider entering into Executive Session in order to discuss matters of personnel.
20. Adjourn.

**WHITE COUNTY BOARD OF COMMISSIONERS**

**MINUTES OF THE REGULAR MEETING HELD**

**MONDAY, AUGUST 7, 2023 AT 4:30 P.M.**

The White County Board of Commissioners held a Regular Meeting on Monday, August 7, 2023 at 4:30 p.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, Finance Director Jodi Ligon, and County Clerk Shanda Murphy. Interim County Manager Billy Pittard was not in attendance due to illness.

Chairman Turner called the meeting to order.

Following the Pledge of Allegiance, Associate Pastor Steve Smith – representing the Helen First Baptist Church and the White County Ministerial Alliance – provided the invocation.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix there was a unanimous vote to adopt the following meeting minutes:

- June 26, 2023 Work Session & Regular Meeting;
- July 11, 2023 Road Review Meeting;
- July 20, 2023 Public Hearing & Called Meeting; and
- July 20, 2023 Public Hearing.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to approve the 2023-2024 Joint Use Agreement for Recreational Facilities with the White County Board of Education.

Ms. Jodi Ligon presented the purchase agreement for furnishings at the new Tax Commissioners Office. She advised that the cost would be \$53,724.33, the purchase was under state contract pricing from Office Creations in Norcross and would be delivered around mid-September. She explained that this included desks, chairs, tables, and a smartboard. All computers and filing systems from the current office will be moved to the new office.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Bryant, there was a unanimous vote to approve the purchase of furnishings at the new Tax Commissioners Office at a cost of \$53,724.33 from Office Creations – to be funded by SPLOST.

Ms. Jodi Ligon presented the monthly Financial Status Report (see attached).

Chairman Turner opened the floor for public comment.

Ms. Monica Knight, 942 Logan's Ridge Road Cleveland, Ga – expressed her appreciation for the county's help during the recent storm and expressed her concern that the county had no where for residents to dump debris. She spoke about developing an emergency plan for her subdivision and was referred to David Murphy, Public Safety Director.

With no additional public comments, Chairman Turner closed the floor.

Chairman Turner noted that the Executive Session noted on the agenda would not be held.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger, there was a unanimous vote to adjourn the meeting.

August 7, 2023 – Called Meeting Minutes (continued)

The minutes of the August 7, 2023 Called Meeting were approved as stated this 28<sup>th</sup> day of August, 2023.

**WHITE COUNTY BOARD OF COMMISSIONERS**

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Travis C. Turner, Chairman

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Terry D. Goodger, District 1

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Lyn Holcomb, District 2

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Edwin Nix, District 3

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Craig Bryant, District 4

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Shanda Murphy, County Clerk

# WHITE COUNTY BOARD OF COMMISSIONERS

## MINUTES OF THE CALLED MEETING HELD

MONDAY, AUGUST 21, 2023 AT 9:00 A.M.

The White County Board of Commissioners held a Called Meeting on Monday, August 21, 2023 at 9:00 a.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, Interim County Manager Billy Pittard, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Mr. John Sell, Director of Community & Economic Development, presented the land use application filed by Keith Nordan to redistrict property located at 7525 Highway 129 North Cleveland, Georgia from A-1, Agriculture Forestry District to R-1, Single-Family Residential District. Tax map and parcel 004-011. Total acreage is 7.23. He stated that Mr. Nordan planned to sell 5.0 acres to Camp Coleman and to retain the remainder of the property for residential purposes. He explained that since the property was less than 10 acres, Mr. Nordan was required to rezone to R-1, Residential Single-Family District to make the property division. The Planning Commission held a public hearing on the application, there was no opposition to the application, and the Planning Commission recommended approval of the application. Mr. Keith Nordan confirmed the information presented and stated that this property backs up to his house.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to approve the land use application filed by Keith Nordan to redistrict property located at 7525 Highway 129 North Cleveland, Georgia from A-1, Agriculture Forestry District to R-1, Single-Family Residential District. Tax map and parcel 004-011. Total acreage is 7.23.

Mr. Sell presented the land use application filed by Jerry Fortenberry to request a conditional use permit at 578 Highway 356 Helen, Georgia. Tax map and parcel 042B-044. Total acreage is 1.00. The proposed use was to place in a short-term rental program. Mr. Sell stated the Planning Commission held a public hearing on the application, there was no opposition stated, and the Planning Commission recommended the application be approved. The maximum occupancy would be four (4) people, it would be self-managed, and the co-owner does live locally. Mr. Fortenberry is in the U.S. Marines and plans to retire to this home, however, wishes to offset the expense of the home by using it as a short-term rental at this time. Mr. Michael Bogue, co-owner of the property, represented the application. He said Mr. Fortenberry is his brother-in-law. They had just become aware of the county's requirements for short-term rentals, and they wanted to come into compliance. He advised that he could provide proof that lodging taxes had been paid to the county through the marketplace facilitators used.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to approve the land use application filed by Jerry Fortenberry for a conditional use permit at 578 Highway 356 Helen, Georgia - tax map and parcel 042B-044 / total acreage is 1.00 – with the approved use being to place in a short-term rental program contingent upon owners providing proof that lodging taxes had been paid to the county through the marketplace facilitators used.

Mr. Jody Davis, Elections Supervisor, presented a contract for logistic services for deployment of elections equipment through the 2024 election cycle with Men on the Move, Inc. He advised that this contract met all the provisions required by the state and would be a decrease in the cost from the previous vendor.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Nix there was a unanimous vote to approve the contract for logistic services for deployment of elections equipment through the 2024 election cycle with Men on the Move, Inc.

August 21, 2023 – Called Meeting Minutes (continued)

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to enter into Executive Session in order to discuss matters of personnel.

-See The Following Closed Meeting Affidavit-

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a unanimous vote to exit Executive Session.

Chairman Turner asked Mr. Pittard to continue examining options for the operations of the Transfer Station and to move forward with what is necessary to get a generator provisioned for the Administration Building.

Commissioner Nix exited the meeting.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a 4-1 vote to adjourn the meeting.

The minutes of the August 21, 2023 Public Hearing, Work Session & Called Meeting were approved as stated this 28<sup>th</sup> day of August, 2023.

**WHITE COUNTY BOARD OF COMMISSIONERS**

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Travis C. Turner, Chairman

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Terry D. Goodger, District 1

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Lyn Holcomb, District 2

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Edwin Nix, District 3

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Craig Bryant, District 4

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Shanda Murphy, County Clerk

# WHITE COUNTY BOARD OF COMMISSIONERS

## MINUTES OF THE PUBLIC HEARING, WORK SESSION, & CALLED MEETING HELD

**MONDAY, JULY 31, 2023 AT 4:30 P.M.**

The White County Board of Commissioners held a Public Hearing on the setting of the 2023 Millage Rate, a Work Session and a Called Meeting on Monday, July 31, 2023 at 4:30 p.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, Interim County Manager Billy Pittard, Finance Director Jodi Ligon, and Human Resources Coordinator Krystal Talley (filling in for County Clerk Shanda Murphy).

Chairman Turner called the meeting to order.

Ms. Jodi Ligon made a presentation regarding the proposed 2023 millage rate (see attached). This was the third of three public hearings required in order for the Board of Commissioners to maintain the current millage rate of 9.505 – which would be 0.353 mills (or 3.86%) over the rollback millage rate of 9.152 mills.

Following the presentation, Chairman Turner opened the floor for public comment on the proposed 2023 millage rate.

Ms. Teddy Boling, 575 Campbell St Cleveland, Ga – expressed her opposition to any tax increase and asked the Board to take the rollback millage rate. She spoke about the “pinch” of inflation that everyone was feeling. She also spoke about being offended by comments made by Commissioner Goodger prior to a Cleveland City Council meeting.

Mr. Russel Mobley, 570 Mossy Cove Road Sautee Nacoochee, Ga – stated his appreciation for the county’s quality upkeep of Bean Creek Road. He had looked over the areas of the county’s budget that had increased and supported the necessary tax increase in order to continue receiving the services provided.

Ms. Meryl Cook, 119 Mountainside Drive Cleveland, Ga – stated she did not have an issue with the property assessment increases as she understands what has happened with the real estate market, however she would like to see a reduction in the millage rate due to the hardship on residents with fixed incomes.

Ms. Susan Adams, 334 Lakemont Drive Cleveland, Ga – stated she had moved back to White County from Hall County two (2) years ago and was shocked by the unexpected tax impact. She said she received more services in Hall County and paid half the taxes. She also commented that her property assessment had increased over \$300,000.00 in just two (2) years and asked that the Board consider the impact the increased taxes have on residents.

Mr. Ridley Kinsey, 284 Forked Leaf Road Cleveland, Ga – commented about issues he had with his property assessment, spoke about short-term rentals, and asked about revenue collections. He asked that the Board set the millage rate below 9.50.

Ms. Antonella Skinner, 254 Stone Cliff Trace Cleveland, Ga – stated the budgeted salary increase for county employees was up to 6% and the national average is 4% and she can not support a tax increase with property values continuing to increase.

Mr. Gary Evans, 22 Asbury Landing Drive Cleveland, Ga – commented he had moved here 10 years ago from Florida and in Florida that was a “Save Our Homes Act” that limited the amount which a property assessment can

increase each year. Chairman Turner advised that implementing something of that nature would be a state level issue. He said he had spoken with local legislators on the issue and encouraged others to do the same.

Chairman Turner asked Mr. Pittard to explain the “taxable value freeze” available for homesteaded properties in the County. Mr. Pittard stated that this freeze holds your assessed value to 40% value at the time of filing unless improvements are made to the property – although the assessed value may increase, the taxable value is frozen for the home and up to five (5) acres.

Susan Hage, 1184 Logans Ridge Road Cleveland, Ga – asked about the Board of Education’s millage history and was advised that is tracked through the Board of Education and she could get that information from their office. She stated that from what she is gathering, her taxes are more influenced by the school than the county and she needs to get involved on that side.

With no additional comments, Chairman Turner closed the floor.

Commissioner Bryant made comments regarding the millage rate history over the past 20+ years, how the millage rate had increased about .60, and spoke of his own property assessment increasing. He spoke about the services (fire, law enforcement, ambulance, etc.) that have to be provided and assured the public that the Board is very conscious with taxpayer funds.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to adopt resolution (County Resolution No. 2023-11) setting the 2023 Millage Rate for White County (County & School) thereby providing authorization for the chairman to execute:

- PT 32.1 Form, Computation of Millage Rate Rollback - 2023;
- PT 35 Form, County Millage Rate Certification for Tax Year 2023;
- Certification of use of insurance premium tax in the unincorporated area of White County; and
- Certification of Pending Appeals.

**WHITE COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION NO. 2023-11**

**A RESOLUTION SETTING THE YEAR 2023 MILLAGE RATE**

**WHEREAS**, the White County Board of Commissioners is the taxing Authority of White County; and

**WHEREAS**, the digest for the taxable year 2023 has been established; and

**WHEREAS**, the White County Board of Commissioners has adopted a budget for the fiscal year beginning July 1, 2023, wherein there is included a portion of revenues to be derived from property taxes; and

**WHEREAS**, the White County Board of Education has approved an M&O millage rate for the taxable year 2023, along with no school bond millage rate;

**NOW, THEREFORE**, the White County Board of Commissioners hereby sets the taxable year 2023 millage rate for the incorporated and unincorporated areas as follows:



**County portion** 9.505;  
**State portion** .00;  
**School portion** 13.175;  
**School Bond portion** 0.0; and  
**Total** 22.68

**RESOLVED**, this 31st day of July 2023.

**WHITE COUNTY BOARD OF COMMISSIONERS**

s/Travis C. Turner  
Travis C. Turner, Chairman

Attest:  
s/Shanda Murphy  
Shanda Murphy, County Clerk

Mr. John Sell, Director of Community & Economic Development, presented the land use application filed by Oleksandr Fedoruk to redistrict property located at 648 Will Hambrick Road Cleveland, Georgia from A-1 Agriculture Forestry District to R-3 Residential Seasonal District - tax map and parcel 077-059 / total acreage of 11.31. The proposed use is to place in a short-term rental program / rental cabin development. He stated that Mr. Fedoruk's plans were for the initial phase to be made up of rental cabins – which Mr. Sell noted would require one (1) acre each and the second phase would be an event venue to accommodate 200 to 250 people. The Planning Commission held a public hearing on the application at which there was opposition related to traffic concerns and possible issues with renters. The Planning Commission made a recommendation to deny the application based on the proposed project not fitting into the community. Mr. Mark Fedoruk represented the application and confirmed the information presented by Mr. Sell. He said they planned to only start out with a few cabins initially and to keep the area very secluded – as they wanted the area to be a quiet place for people to get away. They would be adding additional landscape to add to the secluded feel. He stated that they wanted the same things as the neighbors who spoke in opposition – for this to remain a quiet, safe community. Chairman Turner spoke about neighboring property being zoned industrial and conflicts that may cause. Mr. Fedoruk stated that they are at the property during the weekends and have never experienced problems with noise from the industrial property – they have seen no issues. Commissioner Holcomb asked if they would consider long-term rentals. Mr. Fedoruk said long-term rentals are not part of their plan. Mr. Fedoruk stated that he lives in Cumming, Ga and no one occupies the house on the property at this time. Commissioner Nix stated that he also had concerns that this project would not fit into the community.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Nix there was a unanimous vote to deny the land use application filed by Oleksandr Fedoruk to redistrict property located at 648 Will Hambrick Road Cleveland, Georgia from A-1 Agriculture Forestry District to R-3 Residential Seasonal District - tax map and parcel 077-059 / total acreage of 11.31 – with the proposed use being to place in a short-term rental program / rental cabin development based on the project not keeping with the characteristics of the area and safety concerns.

Mr. Sell presented the land use application filed by Russell Chiodo to request a conditional use permit at 480 Brown Road Cleveland, Georgia - tax map and parcel 022-142 - total acreage is 1.00. The proposed use is to place in a short-term rental program within the present zoning of R-1, Residential Single-Family District. He stated the property is not located in a subdivision, there are no other short-term rentals in the area, the maximum occupancy would be six (6) guests, and the property would be self- managed. He has been renting the property, however, just recently became aware of the county's requirements. Mr. Sell stated that lodging taxes had been paid through the marketplace facilitators he used. The Planning Commission held a public hearing on the application, there was no opposition to the application, and the Planning Commission made a recommendation for approval. Mr. Chiodo confirmed the information presented and spoke about his love for the community.

Commissioner Bryant asked Mr. Chiodo when they would be moving to White County as full-time residents. Mr. Chiodo said his wife would love to live here full-time, however he has a love of traveling that prohibits that.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a unanimous vote to approve the land use application filed by Russell Chiodo to request a conditional use permit at 480 Brown Road Cleveland, Georgia - tax map and parcel 022-142 - total acreage is 1.00. The approved use is to place in a short-term rental program within the present zoning of R-1, Residential Single-Family, with the approval contingent upon verification that lodging taxes have been remitted to the County.

Mr. Sell presented the land use application filed by James & Loretta Chapman to request a conditional use permit at Valley View Drive Tract B Cleveland, Georgia - tax map and parcel 003-039C - total acreage is 2.37. The proposed use is to place in a short-term rental program within the present zoning of R-1, Residential Single-Family District. He stated this is a vacant lot on which the applicant wants to construct a home to eventually retire to. The maximum occupancy would be eight (8) people. It is currently accessed off Valley View Drive which is a private gravel road that Mr. Chapman helps maintain. The Planning Commission held a public hearing on the application where there was opposition based on traffic and safety concerns. There was a petition of opposition presented to the Planning Commission as well. Ultimately, Mr. Chapman agreed for access off Harkins Road, which is a county road, in order to address some concerns of the neighbors. The Planning Commission made a recommendation to deny the application based on the potential impact to the residents and non-conformance with the character of the neighborhood. Mr. Chapman said he and his wife stay in the area quite a bit and wanted to have a home they could stay in while here visiting from Atlanta with the ability to market it as a short-term rental when they were not utilizing it – with the plan to eventually retire here. He said he wanted to be a good neighbor, have guests that do that as well, and offer a short-term rental outside the other areas that are saturated with vacation rentals. He mentioned the many venues and wineries within proximity to the property and expressed his total willingness to access the property off Harkins Road. He informed the Board of his experience in real estate and rentals. He confirmed that their plans were to build only one (1) dwelling at this time. Commissioner Nix described the area as undisturbed; he did not think a short-term rental fit the characteristics of the residential area where everyone knows everyone, and there are no tourist destinations in the area of Kellum Valley. Commissioner Goodger stated that based on his conversation with a neighboring property owner, the basis for the petition may have been misrepresented. Commissioner Bryant asked Mr. Chapman how he could pre-screen his guests to know they were good guests. Mr. Chapman explained that VRBO and Airbnb not only allow the guest to review the rental, but also allow the owners to review the guests. Ms. Chapman added that the nightly rate bracket they will be in, the deposit they require, and the rules that are noted upfront deter most anyone from renting who does not intend to be a respectful renter. Chairman Turner confirmed that the Chapman's had been made aware of the county's regulations for short-term rentals. Ms. Chapman said they would be providing their contact information to the neighbors, as they want to be a part of the community and know if there are any issues at all.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a vote to deny the land use application filed by James & Loretta Chapman to request a conditional use permit at Valley View Drive Tract B Cleveland, Georgia - tax map and parcel 003-039C - total acreage is 2.37, with the proposed use being to place in a short-term rental program with in the present zoning is R-1, Residential Single-Family District – based on the short-term rental not fitting the characteristics of the neighborhood. Commissioner Bryant and Chairman Turner voted in favor of the motion. Commissioner Goodger opposed the motion. The motion to deny the application passed by a 4-1 vote.

Mr. Sell presented the land use application filed by John Carter, on behalf of A Lincoln LLC, to redistrict property located on Hulsey Mill Road Cleveland, Georgia from C-1 Community Commercial District to R-1 Residential Single-Family District. Tax map and parcel 064-058B. Total acreage is 1.01. He stated that Mr. Carter was

planning to build a house on the property, the Planning Commission held a public hearing on the application, at which there was no opposition and recommended approval of the application. Mr. Carter advised that he had purchased three (3) one (1) acre lots and two (2) of the lots were zoned R-1, however the third had been zoned C-1. He planned to build three (3) spec houses on the lots and sale.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Nix there was a unanimous vote to approve the land use application filed by John Carter, on behalf of A Lincoln LLC, to redistrict property located on Hulsey Mill Road Cleveland, Georgia from C-1 Community Commercial District to R-1 Residential Single-Family District. Tax map and parcel 064-058B. Total acreage is 1.01.

Mr. Sell presented the land use application filed by Stephen Kahle to request a conditional use permit at 2374 Dean Mountain Road Cleveland, Georgia - tax map and parcel 087-006 - total acreage is 1.30. The proposed use is to place in a short-term rental program. Present zoning is R-1 Residential Single-Family District. He stated the property is not located in a subdivision, there are several other short-term rentals in proximity to the property, and the maximum occupancy would be 6 to 8 guests. He explained this had been Mr. Kahle's primary residence since 1996. The Planning Commission held a public hearing on the application, there was no opposition stated, and the Planning Commission recommended approval of the application. Mr. Kahle confirmed the information presented. Commissioner Bryant asked about the maintenance of the road, as he noticed the road is in rough shape. Mr. Kahle said he would probably end up having to put some money into the road. He said that the neighbors do pitch in to pay for the road upkeep when needed, but he is not aware of any formal road maintenance agreement. Commissioner Nix stated his concerns about the accessibility of the short-term rentals approved by the board. Chairman Turner stated that this would be a matter of discussion in the coming months.

Upon a motion made by Commissioner Goodger, seconded by Chairman Turner there was a vote to approve the land use application filed by Stephen Kahle for a conditional use permit at 2374 Dean Mountain Road Cleveland, Georgia - tax map and parcel 087-006 - total acreage is 1.30 with the approved use being to place in a short-term rental program in the present zoning of R-1 Residential Single-Family District. Commissioner Holcomb voted in favor of the motion. Commissioner Bryant and Commissioner Nix opposed the motion. The motion to approve the application passed by a 3-2 vote.

Mr. Derick Canupp, Public Works Director, stated that the Georgia Department of Transportation (GDOT) had been working on the Town Creek Road Bridge Replacement Project for a considerable amount of time and Mr. Justin Lott, Design Engineer with GDOT, has a status update on the project and information on a temporary detour that will be necessary. Mr. Lott said there had been design challenges with this bridge project and they had been made aware that the county preferred to not have a detour, however designing the replacement bridge in a manner not to require a detour would increase the cost of the project \$400,000 to \$500,000 and would increase the construction by four (4) months. He informed the Board that the project cost had already increased from \$5.5 million to \$8.0 million. He stated that the detour would be for approximately 45 days and would utilize Adair Mill Road – with public hearings on the detour being required prior to the beginning of the detour. The detour would be during the summer months in order to avoid issues with school traffic and he anticipated the construction during Summer 2025.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to approve the 45-day temporary detour for the Town Creek Road Bridge Replacement Project as presented.

Mr. Canupp presented the bids received for the 2023 Local Maintenance & Improvement Grant (LMIG) Project for which the scope had been narrowed after bids had been received based on available funding. The low bid was presented for the full scope of the project at \$2,174,175.00 from CW Matthews Contracting Company. A change

order was implemented based on the county's available funding, which narrowed the scope of the project and resulted in contract value of \$1,221,808.00 that included resurfacing of Campground Road, patching of Adair Mill Road, and patching & overlay of Satterfield Road and Arthur Seabolt Road (improvements to Albert Reid Road and Skitts Mountain Road were removed in the change order). Mr. Canupp summarized that the funding breakdown for the project would be \$454,373.44 from the LMIG and \$767,434.56 from SPLOST.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix there was a unanimous vote to award the 2023 Local Maintenance & Improvement Grant (LMIG) Project to CW Matthews Contracting Company in the amount of \$1,221,808.00 (per contract Change Order No. 1) for resurfacing of Campground Road, patching of Adair Mill Road, and patching & overlay of Satterfield Road and Arthur Seabolt Road with funding for the project being \$454,373.44 from the LMIG and \$767,434.56 from SPLOST.

Ms. Barbara Overton, Director of Senior Services, presented the Fiscal Year 2024 Legacy Link Program Contract for nutrition services at the White County Senior Center. She said that funding from this contract will provide for 12,000 congregate meals, 35,000 home delivered meals, transportation, wellness, and respite program. The Legacy Link contract provides for \$195,832.00 in funding with the county providing \$210,992.00 in matching funds (up from \$180,619.00 from FY 23 – related to the increase in meal costs).

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to approve the Fiscal Year 2024 Legacy Link Program Contract for nutrition services at the White County Senior Center.

Mr. Pittard stated that he was presenting the following request on behalf of David Murphy, Public Safety Director. He advised that Habersham Electric Membership Cooperation (HEMC) had requested an easement at Fire Station #7 located on Hwy 356 north of Unicoi State Park for the purpose of installing a spatial planar optical circuit (SPOC) for the fiber build out in the area. He said this would potentially provide internet service for 700+, the easement area would be an 8'x 8' area, and in exchange HEMC would provide the fiber internet service to the fire station.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to approve the easement at Fire Station #7 located on Hwy 356 north of Unicoi State Park for the purpose of installing a spatial planar optical circuit (SPOC) for the fiber build out in the area to Habersham Electric Membership Cooperation (HEMC).

Ms. Kimberly McEntire, Parks & Recreation Director, presented a request to move forward with the bidding process for shade structures in the Yonah Preserve ballfield bleacher areas, shade structure in the playground seating area, picnic tables & park benches, and concrete pads for the batting cages. She stated that these are the items that she gets the most feedback on from parents, grandparents, and tournament participants. Mr. Nathan Eason, County Extension Agent, also spoke about his work on a landscape improvement plan at Yonah Preserve and his work with NOK on an upcoming tree planting project. The deteriorating quality of the fields and grass areas around the fields was discussed. Mr. Eason stated this would directly relate to the heavy usage and drainage design issues on the fields, however he was continuing to work with staff on improving the soils to promote grass growth.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Bryant there was a unanimous vote to approve initiating the bidding process for shade structures in the Yonah Preserve ballfield bleacher areas, shade structure in the playground seating area, picnic tables & park benches, and concrete pads for the batting cages.

Mr. Jody Davis, Elections Supervisor explained the state’s requirement to have one (1) voting machine for every 250 registered voters per precinct, therefore White County would need to purchase seven (7) additional machines and related equipment at a cost of \$36,188.64. He did state that there is no room at the precincts to set up additional machines, however the State Elections Board has advised that in this case the machines do not have to be set up but must be present. There was discussion regarding the historical data of the number of actual voters and the increased participation in advanced voting. Chairman Turner highlighted the increased amount of funding the county has directed toward elections in the past few years, which demonstrates that the county is committed to supporting elections.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Nix, there was a unanimous vote to deny the request for purchase of seven (7) additional machines and related equipment at the cost of \$36,188.64.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix there was a unanimous vote to appoint Kimberly McEntire to the White County Family Connection Board of Directors as a representative of the County.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Goodger there was a unanimous vote to appoint Commissioner Nix as White County’s voting delegate to the Association County Commissioners of Georgia (ACCG) Legislative Leadership Conference Business Session on October 12, 2023 in Jekyll Island.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to adjourn the meeting.

The minutes of the July 31, 2023 Public Hearing, Work Session & Called Meeting were approved as stated this 28<sup>th</sup> day of August, 2023.

**WHITE COUNTY BOARD OF COMMISSIONERS**

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Travis C. Turner, Chairman

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Terry D. Goodger, District 1

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Lyn Holcomb, District 2

---

Edwin Nix, District 3

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Craig Bryant, District 4

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Shanda Murphy, County Clerk



# WHITE COUNTY

## *Board of Commissioners*

### Agenda Request Form

**Item Title:** Conditional Use Permit Request for STR for Michael Caudell 147 Sara Lane, Sautee

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Land Use Application

**Submitted By:** John Sell

**Attachments:** Yes  **If yes, please list each file name below:**

1. Application #20061
2. Public Hearing minutes of 7/31/2023
3. Regular Meeting minutes of 8/7/2023

#### **Purpose:**

Consider the application of Michael Caudell to request a conditional use permit located at 147 Sara Lane, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 055D-094. Total acreage is 0.927. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family.

#### **Background / Summary:**

- Applicant is requesting a conditional use permit for short term rental. The property is in Tanglewood II subdivision and the covenants allow for short term rentals. Mr. Caudell explained the proposed short-term rental would have a maximum occupancy of eight people with parking for five to ten vehicles. He said the house had been a short-term rental previously and he was under the impression it was grandfathered in when he purchased it in March, but learned it was not when he went to file for a business license so he blocked out all summer rentals. When asked where the nearest full time resident lives, he said it is the HOA president who recently took his property out of short-term rental and now resides there full time. Mr. Caudell said he received a letter of support from the HOA president, as well, and said he plans to self-manage the rental as he lives in White County. The Planning Commission recommended approval of the application and the motion passed by a 5-1 vote.

#### **Department Recommendation:**

Planning Commission recommended approval by a 5-1 vote.

**Options:**

- Uphold Planning Commission recommendation and approve the application
- Reverse Planning Commission recommendation and deny the application.
- Table the application for further review or to send back to Planning Commission

**Budget Information:** Applicable       Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

-

# WHITE COUNTY CHANGE OF LAND USE DISTRICT APPLICATION

<b>OFFICE USE ONLY</b>	Land Use Application #: <u>20061</u>
Public Hearing Date: <u>7/31/2023</u>	Commission District: <u>4</u>
Fees Assessed: <u>\$250.00</u>	Paid via: <input type="checkbox"/> cash <input checked="" type="checkbox"/> credit card <input type="checkbox"/> check# _____

APPLICANT INFORMATION	
Status: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Authorized Agent <input type="checkbox"/> Lessee <input type="checkbox"/> Option to Purchase	
Printed Name(s): <u>Michael A. Caswell</u>	
Address: <u>315 Runway Cir CLEVELAND, GA 30528</u>	
Phone Number: _____	Alternate Contact Number: _____
Email: _____	
Owner Information (if different from Applicant/Agent):	
Name: _____	Phone #: _____
PROPERTY INFORMATION	
Parcel ID: <u>055D-094</u>	Total acreage being changed: <u>0.927</u>
Address: <u>147 SARA LN SAUTEE NACOOCHEE, GA 30571</u>	
Directions to Property: <u>North on Hwy 75 through Helen to Hwy 356 - Rt Turn - Proceed approx 3 miles to Chastaine Rd - Rt Turn - Next road on left is Sara Ln. 4th driveway on left is 147.</u>	
Current Use/Zoning of Property: <u>R1</u>	Type of Road Surface: <u>GRAVEL</u>
Any prior redistricting requests for property: <u>NO</u> If yes, provide redistricting application #: _____	
SURROUNDING PROPERTY LAND USE CLASSIFICATION:	
North: <u>R1</u>	South: <u>R3/R1</u> East: <u>R1</u> West: <u>R1</u>
REQUESTED ACTION AND DETAILS OF PROPOSED USE (check all that apply)	
<input type="checkbox"/> Redistrict from district: _____	<input type="checkbox"/> Redistrict to district: _____
<input checked="" type="checkbox"/> Conditional Use - specify: <u>short term rental</u>	
<input type="checkbox"/> Special Use - specify: _____	
<input type="checkbox"/> Land Use Variance from Code Section: _____	
Proposed use if not listed above: _____	
Is this property part of a subdivision? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If so, please list number of lots: <u>16</u>	
Are there covenants? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Is there an active homeowner's association? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Subdivision Name (if applicable): <u>TANGLEWOOD II</u>	



Existing Utilities (check all that apply):

County or City Water     Well     Septic     Gas     Electric     Broadband

Proposed Utilities (check all that apply):

County or City Water     Well     Septic     Gas     Electric     Broadband

**COMMERCIAL AND INDUSTRIAL REDISTRICT INFORMATION**

Building Area: 1400 58 Ft                      No. of Parking Spaces: 5 +

**RESIDENTIAL REDISTRICT INFORMATION**

No. of Lots:                      Minimum Lot Size in acres:                      No. of Units:

Minimum Heated Floor Area (ft<sup>2</sup>):                      Density/Acre:

Is an Amenity area proposed (specify if yes)?

Apartments     Condominiums     Townhomes     Single Family

Rental Cabins     Recreational Vehicle Park     Other- Specify:

**LIST OF ADJACENT PROPERTY OWNERS**

It is the responsibility of the Applicant to provide a list of adjacent property owners that has property bordering your property or who has property directly across the street from your property (additional sheet may be included, if necessary).

PARCEL	PROPERTY OWNER NAME	MAILING ADDRESS
1 <u>055D-101</u> <u>055D-062</u>	<u>Michael <del>H</del></u> <u>Windy Williams</u> <u>14</u>	<u>15420 SW 82<sup>ND</sup> AVE</u> <u>MIAMI FL 33156</u> <u>11</u>
2 <u>055D-089</u>	<u>MARINO, NICO &amp; PEGGY</u>	<u>6481 SW 10<sup>TH</sup> ST.</u> <u>NORTH LAUDERDALE, FL 33068</u>
3 <u>055D-090</u>	<u>Henry &amp; Susan Bundy</u>	<u>2870 STONEGLEN CLOSE</u> <u>ROSWELL, GA 30076</u>
4 <u>055D-091</u>	<u>FRANK &amp; JULIE DURAN</u>	<u>2120 SHADOW BARK RD</u> <u>SARASOTA, FL 34240</u>
5 <u>055D-092</u>	<u>MARK ZWOLAK</u>	<u>709 PAINSLANE WAY</u> <u>WOOSTOCK, GA 30188</u>
6 <u>055D-093</u>	<u>PROVENTIAL PARTNERS, LLC</u>	<u>19 E. MAIN ST. STE N</u> <u>DAHLONEGA, GA 30533</u>
7 <u>055D-095</u>	<u>LEATHER &amp; ERIC</u> <u>EHLERSBACH</u>	<u>3642 BELGRAVE DR. NW</u> <u>KENNESAW, GA 30152</u>

### APPLICANT CERTIFICATION

I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners meeting agendas.

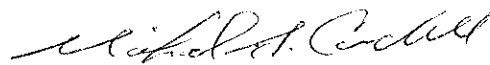
I understand that the Planning Department staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and Board of Commissioners to make an informed determination on my request. I understand that I may seek legal advice if I am not familiar with the land use requirements and procedures.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioners meetings and that I am required to be present or to be represented by someone able to present all facts and answer all questions. I understand that failure to appear at a meeting shall result in the postponement or denial of my application request. I further understand that it is my responsibility to be aware of relevant meeting dates and times regardless of notification from White County.

I hereby certify that I have read the above and that the above information, as well as the attached information, is true and correct.

**Applicant Signature:**



**Date:**

6/13/23

### 2023 DEADLINES AND MEETING DATES

Submittal Date Planning Dept. Office 5:00 p.m. Deadline	Planning Commission Public Hearing 1239 Helen Hwy 6:00 p.m.	Planning Commission Regular Session 1239 Helen Hwy 6:00 p.m.	Board of Commissioners Work Session 1235 Helen Hwy 4:30 p.m.
Wednesday, January 4, 2023	Monday, January 30, 2023	Monday, February 6, 2023	Monday, February 27, 2023
Wednesday, February 1, 2023	Monday, February 27, 2023	Monday, March 6, 2023	Monday, March 27, 2023
Wednesday, March 1, 2023	Monday, March 27, 2023	Monday, April 3, 2023	Monday, April 24, 2023
Wednesday, March 29, 2023	Monday, April 24, 2023	Monday, May 1, 2023	TBA
Wednesday, May 3, 2023	TBA	Monday, June 5, 2023	Monday, June 26, 2023
Wednesday, May 31, 2023	Monday, June 26, 2023	Monday, July 3, 2023	Monday, July 31, 2023
Wednesday, June 14, 2023 *	Monday, July 31, 2023	Monday, August 7, 2023	Monday, August 28, 2023
Wednesday, July 12, 2023	Monday, August 28, 2023	TBA	Monday, September 25, 2023
Wednesday, August 9, 2023	Monday, September 25, 2023	Monday, October 2, 2023	Monday, October 30, 2023
Wednesday, September 13, 2023	Monday, October 30, 2023	Monday, November 6, 2023	Monday, November 27, 2023
Wednesday, October 11, 2023	Monday, November 27, 2023	Monday, December 4, 2023	TBA
Wednesday, November 8, 2023	TBA	TBA	Monday, January 29, 2024
Wednesday, December 13, 2023	Monday, January 29, 2024	Monday, February 5, 2024	Monday, February 26, 2024

\*NEW DEADLINE DATES EFFECTIVE IN ORDER TO MEET ZPL UPDATES AS OF JULY 2023

**NOTICE OF AGRICULTURAL DISTRICT ADJACENCY**

Future abutting developers in non-agricultural land use districts shall be provided with this "Notice of Agricultural Adjacency" prior to administrative action on either land use district, the issuance of a building or occupancy permit or approval of a subdivision of property. Prior to administrative action, the applicant shall be required to sign this wavier which indicates that the applicant understands that a use is ongoing, adjacent to his/her use, which can produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent Agricultural District uses, the applicant agrees by executing this form to waive any objection to those effects and understands that his/her district change and/or permits or other approvals are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the Agricultural District constitute a nuisance against the local government and adjoining land owners whose property is located in an Agricultural District. This wavier shall be provided and made applicable for subsequent purchasers and owners or heirs of his/her property. This notice and acknowledgement shall be public record.

**Applicant Signature:**

N/A

**Date:**

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS  
(APPLICANTS AND REPRESENTATIVE(S) OF REQUESTED ACTION)**

Pursuant to O.C.G.A. Section 36-67 A-3.A, the disclosure of any campaign contributions aggregating \$250.00 or more to a local government official who will consider an application for re-classification or for a conditional use or special use permit is mandatory when an application or any representation of application for re-classification of district or for conditional use or special use permit has been made within two (2) years immediately preceding the filing of a request for reclassification or conditional use or special use permit by the same applicant and/or representative of said applicant. It shall be the duty of the applicant and/or any representatives of the applicant to file a disclosure with the governing authority of the respective local government to show the following:

Name of local official(s) to whom campaign contribution was made:

N/A

The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of this application for action for district re-classification, conditional use or special use permit.

Amount \$:

Date:

Enumeration and description of each gift (when the total value of all gifts is \$250.00 or more) made to the local government official during the two (2) years immediately preceding the filing of this application. **Please attach additional sheets if needed.**

*Check box if no contributions made*

**Applicant Signature:**

*Michael A. Conde*

**Date:**

6/13/23

## PROPERTY OWNER AUTHORIZATION

*To be completed by the property owner to certify ownership of subject property and to provide authorization for other person(s) to represent the owner on their behalf.*

I/WE (print), Michael A. Caudell,  
hereby swear that I/we own the property for which this land use change application is being made.

**Property Address and/or Parcel ID:**

### PROPERTY OWNER INFORMATION

Printed Name of Owner(s):

Michael A. Caudell

Mailing Address:

147 Sara Ln

Sautee Nacoochee, GA 30571

Phone Number:

[REDACTED]

Alternate Contact Number:

[REDACTED]

Email:

[REDACTED]

I/we hereby authorize the person named below to act as the applicant or agent in the pursuit of the requested action on this property. I/we understand that any action granted and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The person named below is authorized to make this application. The person named below is aware that no application or re-application affecting the same land shall be acted upon within six (6) months from the date of the last action by the White County Board of Commissioners.

Printed Name of applicant or agent(s):

Mandy Rogers

Signature of Owner(s):

Date Signed:

Michael A. Caudell

6/13/23

### PROPERTY OWNER AUTHORIZATION DOCUMENT: NOTARY ACKNOWLEDGEMENT

Sworn to (or affirmed) and subscribed before me this 13 day of June, 20 23 by Michael Caudell (name of signer(s)). The named signer(s) is/are personally known by me or produced the identification type of DL.

Mercedes Dodd

(Signature of Notary)

{Seal}

**Mercedes Dodd  
NOTARY PUBLIC**

**White County, GEORGIA**

**My Commission Expires 06/02/2026**

(Name of Notary Typed, Stamped, or Printed)

**SHORT TERM RENTAL CERTIFICATIONS**

To be completed and notarized for any application where the proposed use is short term rental.

I/WE (print), Michael A. Caudell,  
hereby swear that I/we own/will own the property referenced below for which this land use change application is being made.

\*Property Address and/or Parcel ID: 055D-294

**PROPERTY OWNER AUTHORIZATION ACKNOWLEDGEMENT OF GUESTS**

I acknowledge to keep the total number of guests to that number which can safely stay in the premises and may be subject to the State of Georgia's fire safety code regulations.

Signature of Owner/Future Owner(s): Michael A. Caudell

**PROPERTY OWNER AUTHORIZATION CERTIFIED BY OWNER OR THIRD PARTY INSPECTOR**

I attest by owner or third party inspector that short term rentals meet applicable International Building Code, International Fire Code regulations and NFPA 101 Life Safety codes.

Signature of Owner/Future Owner(s): Michael A. Caudell

**PROPERTY OWNER AUTHORIZATION CERTIFIED DEED RESTRICTION**

I certify that there are no deed restriction and/or covenants on the property that prohibits the use of the property as a short-term rental.

Signature of Owner/Future Owner(s): Michael A. Caudell

**PROPERTY OWNER AUTHORIZATION CERTIFIED SHORT-TERM RENTAL INSURANCE**

I certify that the owner/future owner has commercial or specific short-term rental insurance for the property. If insurance *has not been obtained* at time of application, I certify that owner/future owner will obtain prior to renting if application approval is granted.

Signature of Owner/Future Owner(s): Michael A. Caudell

**OFFICIAL CODE OF WHITE COUNTY APPENDIX C/ARTICLE VII – SHORT TERM RENTALS & BUSINESS LICENSES NOTIFICATION**

I certify that I have been informed of and provided a copy of Appendix C/Article VII - Short Term Rentals. I certify that I have also been informed that I will need to contact the White County Business Tax Office (706-865-2235) to obtain the proper business licensing, host licensing, and subsequent tax information prior to operation of my short-term rental.

Signature of Owner/Future Owner(s): Michael A. Caudell

**SHORT TERM RENTAL CERTIFICATIONS DOCUMENT: NOTARY ACKNOWLEDGEMENT**

Sworn to (or affirmed) and subscribed before me this 13 day of June, 20 23 by  
Michael Caudell (name of signer(s)). The  
named signer(s) is/are personally known by me or produced the identification type of DL.

{Seal}

Mercedes Dodd

(Signature of Notary)

(Name of Notary Typed, Stamped, or Printed)

**Mercedes Dodd**  
**NOTARY PUBLIC**  
**White County, GEORGIA**  
**My Commission Expires 06/02/2026**

**APPLICANT ACKNOWLEDGEMENT OF MEETING DATES**

I, Michael A. Casdell (print name) have been advised that I or someone to represent me must be in attendance when my application is before the White County Planning Commission and the White County Board of Commissioners or it will be tabled. I also acknowledge that I have been made aware of the below dates upon submission of my application.

**Senior Center, 1239 Helen Hwy, Cleveland 6:00pm**

Public Hearing Date (Planning Commission): 7/31/2023  
 Regular Meeting Date (Planning Commission): 8/7/2023

**Administration Building, 1235 Helen Hwy, Cleveland 4:30pm**

Board of Commissioners Meeting Date: 8/28/2023

*\*Meeting dates are subject to change*

Michael A. Casdell  
 Signature of Applicant or Authorized Agent

6/13/23  
 Date

<p><b><u>OFFICE USE ONLY</u></b></p> <p>Copy given to applicant: <u>6/13/23</u> (date)</p> <p>Staff Initials: <u>MP</u></p> <p>Flag (circle): <u>Y</u> N</p>
--

\*\*\*\*\*

<p><b>WITHDRAWAL</b></p> <p><i>Notice: This section only to be completed if application is being withdrawn.</i></p>
<p><b>PART II - OFFICIAL CODE/APPENDIX C - LAND USE REGULATIONS/ARTICLE XVIII. AMENDMENT, APPLICATION AND PROCEDURAL REQUIREMENTS</b></p> <p><i>Section 1803. Withdrawal of amendment application. Any petition for an amendment to these regulations, official land use district map, conditional use approval, variance or special use permit may be withdrawn, at the discretion of the person or agency initiating such request, at any time prior to final action by the board of commissioners upon written notice to the planning director. Any required fees shall be forfeited</i></p>
<p>I hereby withdraw application #:</p>
<p><b>Applicant Signature:</b> _____ <b>Date:</b> _____</p>

-2-

The standards by which the specifications and plans and plot and site plans for any building, fence or other structure shall be evaluated include, but are not limited to, the quality of design and workmanship, the harmony of the design with existing structures, the location of the structure in relation to lot topography and finish grade elevation, as well as any other criteria, including the purely aesthetic, which in the sole discretion of the Declarants shall seem in keeping with the Declarants' vision for the development of the subdivision.

-3-

Any subdivision lot owner desiring to erect, place, alter, or remove any structure from a lot within the subdivision shall first submit to the Declarants one copy of all building and site plans and specifications. Said plans and specifications shall be submitted to the Declarants at P. O. Box 425, Helen, Georgia 30545, or such other address as the Declarants may provide hereafter.

-4-

In the event that the Declarants fail to approve or disapprove the plans and specifications referred to in Paragraph 3 above within 30 days after the same have been delivered to said Declarants, then the approval of said plans and specifications shall be presumed and the provisions of Paragraph 3 above shall be deemed to have been complied with.

-5-

All lots within the subdivision, except Lot Number 1 shall be used exclusively for single family residential purposes. The owners of said lots shall have the right to rent or lease said lots and the dwellings situated thereon on a full or part-time, income-producing basis subject to the Protective Covenants, Conditions and Restrictions, and such lease or rental.

-6-

No prefabricated house, pre-cut component house, manufactured home, mobile home, house trailer, trailer, basement house, second-hand or used house or shack shall be erected or placed on any lot in the subdivision.

-7-

Any dwelling placed on any lot in the subdivision shall have a minimum of 3 bedrooms and 2 full bathrooms and a minimum square footage, exclusive of open porches, garages, carports or basements, of 1,200 square feet, except that the residential structure located on Lot number 3 shall have a minimum square footage, exclusive of open porches, garages, carports or basements, of 450 square feet.

-8-

No dwelling, outbuilding or other structure (other than an approved fence, mailbox, paper tube, or approved landscape feature) shall be constructed on that part of any given subdivision lot within 30 feet of the right-of-way Sara Lane, Chastain Road and Chimney Mountain Road, nor within 20 feet of the boundary line of such lot common to another lot within TANGLEWOOD SUBDIVISION, PHASE II, nor within 20 feet of the outer boundary of TANGLEWOOD SUBDIVISION, PHASE II, as delineated on the hereinabove referenced Plat of Survey.

-9-

No structures shall be constructed, in whole or in part, of concrete block, except that foundations may be constructed of concrete block provided that said block is covered with a stucco or a stucco-type masonry finish.

-10-

The construction of all dwellings located in the subdivision shall be completed within one year of the date construction is begun. For the purposes of this paragraph construction shall be deemed to have begun on the day of the first soil disturbing activity and shall be deemed to have been completed upon the date of the issuance by the governing authority of White County of an occupancy permit.

## Mercedes Dodd

---

**From:** Michael A. Caudell [REDACTED]  
**Sent:** Wednesday, July 19, 2023 9:35 AM  
**To:** Mercedes Dodd  
**Subject:** Fwd: Short Term Rental  
**Attachments:** LOT 8, Mike Caudell - Recommendation to Approve Short Term Rental.docx

**[ EXTERNAL SENDER - PROCEED CAUTIOUSLY ]**

Good morning, Mercedes. Please find attached a letter of support from our HOA president regarding 147 Sara Ln in Sautee Nacoochee. I thought you might want to add it to my file before the August 31st meeting.

Cheers,  
Mike

----- Forwarded message -----

**From:** Jerry Bundy <[REDACTED]>  
**Date:** Mon, Jul 3, 2023 at 4:02 PM  
**Subject:** Short Term Rental  
**To:** <[REDACTED]>  
**Cc:** [REDACTED] [REDACTED]

Mike,

Here you go. You may want to remind everyone Lot 6 was approved for Short Term Rental last month (June). Please keep the board updated on your progress and let me know if there is anything else we can do. Good luck.

Regards,

Jerry




To Whom It May Concern:

Re: Lot 8, 147 Sara Lane, Sautee Nachoochee  
Michael Caidel

Laurel Woods Homeowners Association recommends the above referenced lot be approved for short-term rentals. Laurel Woods Subdivision was developed in the 1990's by the same developer as Tanglewood Cabins Rentals and was named Tanglewood Cabins, Phase II until the HOA changed the name in 2002. There is 1 cabin on Sara Lane being occupied as a primary residence, 3 are second homes, with the remaining cabins in short term rental programs.

We built our cabin in 2002, participated in short-term rentals until 2022, and have been homeowners the longest.

Please let me know if you have any questions.

Regards,  
Jerry Bundy President  
Laurel Woods Homeowners Association  


From: Michael A. Caudell  
315 Runway Cir  
Cleveland, GA 30528  
[REDACTED]

To: White County Planning Department  
1241 Helen Hwy, Suite 200  
Cleveland, GA 30528

Subj: Letter of Intent

I am submitting this application to facilitate approval for a Conditional Use Permit for my property, located at 147 Sara Lane, Sautee-Nacoochee, GA 30571, to allow for short-term rental. The maximum number of guests is limited to eight (8.)

Sincerely,

A handwritten signature in blue ink that reads "Michael A. Caudell". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michael A. Caudell



**Public Health**  
Prevent. Promote. Protect.

# White County Environmental Health

Zachary Taylor, M.D., M.S., Health Director

1241 Helen Highway, Unit 210 • Cleveland, GA 30528

PH: 706-348-7698 • FAX: 706-348-1670 • [www.phdistrict2.org](http://www.phdistrict2.org)

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

Evaluation Applied For

Appropriate Permit Applied For

Appropriate Permit Issued to Applicant

Evaluation, Permit Not Applied For At This Time

DATE: 06/05/2023

APPLICANT NAME: MICHAEL A CAUDELL

PROPERTY ADDRESS: 147 SARA LN  
HELEN, GA 30545

White County Planning Department:

In reference to a request for a change of zoning/land use or a building permit, application may need to be made for an existing system evaluation to determine:

- that the permit on file is the correct permit for the property in question;
- that there is no evidence of system failure;
- that the septic system is appropriately sized for the current and proposed use;
- that there is adequate repair after the proposed addition;
- that there are no conditions that could adversely affect the functionality of the system.

Please note that this is NOT an all-inclusive list. Based upon the information submitted and/or the outcome of the evaluation, it may be determined that a septic system needs additional capacity or upgrade. If so, the appropriate permit will need to be obtained and the work completed before an approval can be given.

If, based upon information submitted, no septic systems exist on the property, this zoning/land use change and/or building permit request should not affect the property with respect to septic use.

White County Environmental Health  
District 2 Public Health

*By signing below, I certify all information submitted is accurate and true to the best of my knowledge.*

Applicant Signature

# FINAL PLAT TANGLEWOOD PHASE II

DATE: MAR. 04, 1993  
 REVISOR:  
 LAD. LOT: 12  
 COUNTY: WHITE  
 FILE # 055270  
 FIELD BOOK # 309  
 TOPCON D-70  
 TOPCON F.D.M.  
 SYMBOLS:  
 L.P.S. - IRON PIN FOUND-SET  
 C.M. - CONCRETE MONUMENT

PREPARED FOR:  
 ELWIN M. PEARSON  
 GURTIS E. REVELL  
 WHITE COUNTY  
 GEORGIA

PREPARED BY:  
 G. COOPER, INC., 9-277  
 40-0752 W. W. COMPANY BLDG.  
 CLARKESVILLE, GA.

OWNER'S CERTIFICATE:  
 STATE OF GEORGIA, COUNTY OF WHITE  
 I, G. COOPER, INC., the undersigned, being the duly authorized agent, certifies that the above described plat was prepared and submitted to the State of Georgia for recording in accordance with the laws of Georgia, and that the same has been duly recorded in the office of the State of Georgia, and that the State of Georgia has accepted the same for recording and that the same is now a part of the public records of the State of Georgia.

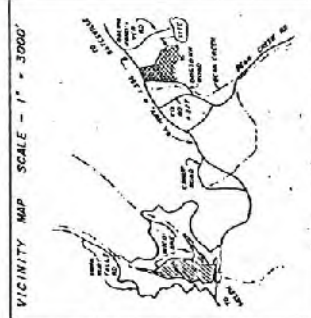
DATE: 4/23/93

SUBSCRIBED AND SWORN TO IN MY PRESENCE THIS  
 23rd day of April, 1993.

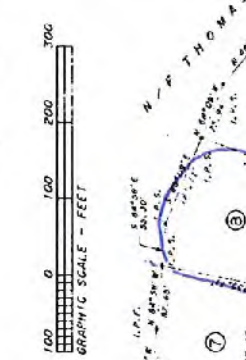
*Melvin Cooper*  
 Notary Public in and for the State of Georgia

OWNER'S DEVELOPERS:  
 ELWIN M. PEARSON  
 GURTIS E. REVELL  
 P.O. BOX 1064  
 CLARKESVILLE, GEORGIA 30506

NOTES:  
 1. THIS PLAT WAS PREPARED BY G. COOPER, INC. FOR THE DEVELOPERS.  
 2. THE DEVELOPERS HAVE CAUSED THE SURVEY TO BE MADE BY G. COOPER, INC. IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLAT ACT.  
 3. THE DEVELOPERS HAVE CAUSED THE PLAT TO BE RECORDED IN THE OFFICE OF THE STATE OF GEORGIA, AND THAT THE SAME IS NOW A PART OF THE PUBLIC RECORDS OF THE STATE OF GEORGIA.  
 4. ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES.  
 5. ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES.  
 6. ALL LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE EXISTING EASEMENTS AND ENCUMBRANCES.



CALLS ALONG 30' EASEMENT ROAD:  
 CORNER MARKING DISTANCE:  
 1. 10.00' 1/4"  
 2. 20.00' 1/4"  
 3. 30.00' 1/4"



LOT # 1

CORNER	BEARING	DISTANCE
1	N 89° 51' 00" E	100.00'
2	S 89° 51' 00" E	100.00'
3	S 00° 00' 00" E	100.00'
4	N 00° 00' 00" E	100.00'

LOT # 2

CORNER	BEARING	DISTANCE
1	N 89° 51' 00" E	100.00'
2	S 89° 51' 00" E	100.00'
3	S 00° 00' 00" E	100.00'
4	N 00° 00' 00" E	100.00'

CURVE TABLE

CHORD	LENGTH	CHORD ON RADIUS
C-1	20.00'	20.00'
C-2	20.00'	20.00'
C-3	20.00'	20.00'
C-4	20.00'	20.00'
C-5	20.00'	20.00'
C-6	20.00'	20.00'
C-7	20.00'	20.00'
C-8	20.00'	20.00'
C-9	20.00'	20.00'
C-10	20.00'	20.00'
C-11	20.00'	20.00'
C-12	20.00'	20.00'
C-13	20.00'	20.00'

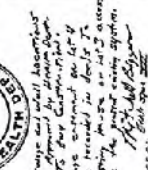
IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR UNDER MY SUPERVISION. THAT ALL BOUNDARY MARKINGS SHOWN THEREON ARE ACTUAL PAINT OR ARE MARKED AS SUCH AND THAT THE LOCATION, SIZE, DIMENSIONS AND MATERIALS OF THE LAND SUBDIVISION REGULATIONS OF WHITE COUNTY, GEORGIA, HAVE BEEN FULLY COMPLIED WITH.

*Elwin M. Pearson*  
 REGISTERED SURVEYOR NO. 1053  
 CLARKESVILLE, GEORGIA

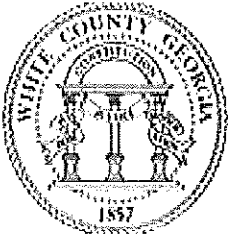
PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF WHITE COUNTY, GEORGIA, ALL THE REQUIREMENTS OF APPROVAL HAVING BEEN FULLY FILLED, THIS FINAL PLAT HAS BEEN FULLY APPROVED BY THE WHITE COUNTY PLANNING COMMISSION ON THIS DATE.

*Melvin Cooper*  
 CHAIRMAN, WHITE COUNTY PLANNING COMMISSION

NOTE: I HAVE CONSULTED THE ORIGINAL RECORDS OF THE PLAT AND FOUND THAT THE SAME IS CORRECT AND ACCURATE.



All surveys and well locations shall be approved by the Health Department. This plat has been approved by the Health Department on 4/23/93. All surveys and well locations shall be approved by the Health Department.



Official Tax Receipt  
White County, GA  
113 N. Brooks St.  
Cleveland, 30528  
--Online Receipt--

Phone: 706-865-2225

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2022-18971	055D094	LL13 LD6 LT8 PHII TNGLWD PB31-129 1533	\$1,746.59	\$0.00 Fees: \$0.00	\$0.00	\$1,746.59	\$0.00
<b>Totals:</b>			<b>\$1,746.59</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,746.59</b>	<b>\$0.00</b>

Paid Date: 10/31/2022

Charge Amount: \$1,746.59

WILLIAMS MICHAEL S WILLIAMS WINDY  
G  
10420 SW 82ND AVENUE  
MIAMI, FL 33156



Scan this code with your mobile phone to view this bill



Results:

Parcel ID - 0350 094  
Alt ID - 5014833  
Address - 247 SABA LN  
Owner - WILLIAMS MICHAEL  
5  
WILLIAMS WINDY G  
Acres - 0.93  
View Object | Homestead

Alternate ID 5014833  
Class R  
Acreage 0.93

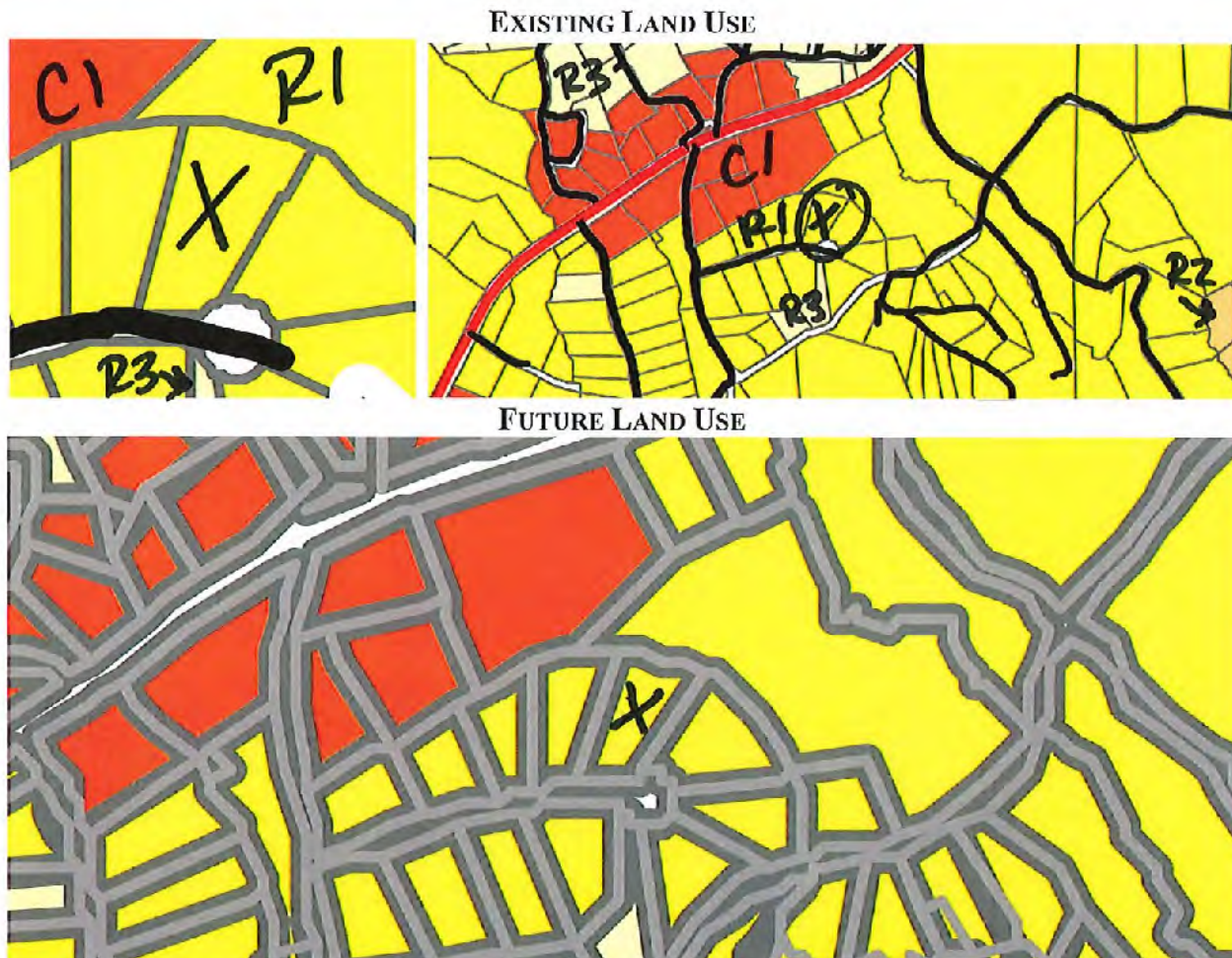
Owner Address WILLIAMS MICHAEL S  
WILLIAMS WINDY G  
20420 SW 32ND AVENUE  
MIAMI FL 33156

243717027 172059079  
eScribble

**WHITE COUNTY PLANNING DEPARTMENT  
STAFF COMMENT**

**MICHAEL CAUDELL**

- PROPERTY IS LOCATED AT 147 SARA LANE IN SAUTEE NACOOCHEE. IT IS IN THE R-1 SINGLE FAMILY RESIDENTIAL DISTRICT AND WILL REQUIRE A CONDITIONAL USE PERMIT FROM THE WHITE COUNTY BOARD OF COMMISSIONERS TO PLACE THE PROPERTY IN THE SHORT TERM RENTAL PROGRAM.
- PROPERTY ADJOINS TO THE NORTH, SOUTH, EAST, AND WEST R-1 RESIDENTIAL SINGLE-FAMILY DISTRICT; TO THE SOUTH R-3 RESIDENTIAL SEASONAL DISTRICT.
- THE WHITE COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP INDICATES SINGLE FAMILY RESIDENTIAL.
- TOTAL ACREAGE IS 0.927.
- PROPERTY SUPPLIED BY WELL AND SEPTIC.



WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

Monday, August 7<sup>th</sup>, 2023  
6:00 pm

White County Senior Center  
1239 Helen Hwy, Cleveland, Ga. 30528

Those present were Larry Freeman, R.K. Ackerman, Dona K. Burke, Charlie Thomas, Linda Dixon, Brad Ash, and John Yarbrough. Staff members present were Harry Barton, John Sell, and Mercedes Dodd.

Chairman Thomas called the meeting to order. Mr. Yarbrough gave the invocation. No changes made to the agenda. Motion to approve the minutes of June 26<sup>th</sup>, 2023 and July 3<sup>rd</sup>, 2023 made by Mr. Ackerman and seconded by Ms. Burke. Motion was unanimous.

**Application of James Allison** to request a variance from Section 802 Lot Width and Size for acreage. Property is located on Taxiway Lane, Cleveland, GA, 30528. Tax map and parcel is 063A-043. Total acreage is 0.19.

The applicant, James Allison of 175 Eagle Ridge Trail, was present. Mr. Barton gave a summary of the application. Mr. Allison explained this is for a hangar lot, not residential, and this request is for plat approval.

Motion to approve the variance made by Ms. Burke and seconded by Ms. Dixon. Motion was unanimous.

**Application of James Allison** to request a variance for Section 802 Lot Width and Size for acreage. Property is located at 202 Aviation Boulevard, Cleveland, GA, 30528. Tax map and parcel is 062-208C. Total acreage is 0.185

The applicant, James Allison of 175 Eagle Ridge Trail, was present. Mr. Barton gave a summary of the application. Mr. Allison explained this is for a hangar lot as well and this request is for plat approval.

Motion to approve the variance made by Mr. Ash and seconded by Mr. Yarbrough. Motion was unanimous. Mr. Barton advised the applicant to contact his office once the plats were ready to be stamped.

**Application of Mark King** to request a variance from Section 14-133(K) for RV Park Square Footage for a total of 635 square feet. Property is located on 66 Timberview Drive, Cleveland, GA, 30528. Lot 142 in Brookside Campground. Tax map and parcel is 004E-142.

The applicant, Mark King of 311 Country Creek Road in Macon, GA, was present. Mr. Barton gave a summary of the application. Mr. King explained the request is to cover a portion of an existing deck. He said existing covered square footage is 435 and proposed is 200.

Motion to approve the variance made by Ms. Dixon and seconded by Ms. Burke. Motion was unanimous. Mr. Barton advised the applicant to contact the Building Department for a building permit.

**Application of Chris Walls** to request a variance from Section 601 Access, Section 802 Lot Width and Size for acreage, and Section 804 Building Lines for building within a building setback. Property is located at 107 Runway Circle, Cleveland, GA, 30528. Tax map and parcel is 063A-028. Total acreage is 3.04.

A representative, James Allison of 175 Eagle Ridge Trail, was present on behalf of the applicant. Mr. Barton gave a summary of the application. Mr. Allison explained the smaller lots are for hangar lots only, the public water is available, and the request is for 5-foot setbacks on all property lines. He said the



WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

submitted plan is just a concept drawing, but lots 13A and 13B would be accessed by Runway Circle. When asked why a request was made for setbacks on half-acre lots, Mr. Allison explained it is a convenience factor that would allow for a larger hangar.

Motion to approve the variances made by Mr. Ackerman and seconded by Ms. Dixon. Motion was unanimous. Mr. Barton advised the representative to contact his office to discuss the development process.

**Application of Shaun York** to request a variance from Section 601 Access. Property is located on EDS Drive, Cleveland, GA, 30528. Tax map and parcel is 031-108A. Total acreage is 1.98. A representative, Kaitlyn York of 320 EDs Drive, was present on behalf of the applicant. Mr. Barton gave a summary of the application, adding that it is a mortgage variance that will revert to one tract once the mortgage is satisfied. When asked if the plan was to place a new dwelling on the back tract and remove the current dwelling once the mortgage is satisfied, Ms. York said yes.

Motion to approve the variance made by Mr. Ash and seconded by Ms. Burke. Motion was unanimous. Mr. Barton advised the applicant to contact his office.

**Application of James Gregg** to request a variance from Section 601 Access. Property is located on Fortner Lane, Cleveland, GA, 30528. Tax map and parcel is 033-046. Total acreage is 1.21. The applicant, James Gregg of 43 Lakeside Drive, was present. Mr. Barton gave a summary of the application. Mr. Gregg said this is family property.

Motion to approve the variance made by Ms. Burke and seconded by Mr. Ackerman. Motion was unanimous. Mr. Barton advised the applicant to contact Environmental Health for plat approval.

**Request for Preliminary Plat Renewal by Chad Knott** for Blue Creek Forest Subdivision on Duncan Bridge Road. Tax map and parcel is 074-053A. Total acreage is 30.24. The applicant, Chad Knott of 233 Moss Creek Point, was present. Mr. Barton gave a summary of the application. Mr. Knott explained the process has taken awhile due to costly water lines through the Water Authority that led to the need for wells and having to take additional steps through the power company in order to get the wells installed. He said the first two wells have passed.

Motion to approve the preliminary plat approval made by Mr. Ackerman and seconded by Mr. Ash. Motion was unanimous. Mr. Barton advised the applicant to contact his office about next steps.

**Application of Michael Caudell** to request a conditional use permit located at 147 Sara Lane, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 055D-094. Total acreage is 0.927. Proposed use is to place in "Short Term Rental" program. Present zoning is R-1 Residential Single Family. The applicant, Michael Caudell of 315 Runway Circle, was present. Mr. Barton gave a summary of the application. Mr. Caudell did not have anything to add.

WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

Motion to recommend approval to the Board of Commissioners made by Ms. Burke and seconded by Mr. Freeman. Motion carried 5-1 with Mr. Yarbrough opposed. Mr. Barton advised the applicant of the next meeting on August 28<sup>th</sup>.

**Application of Keith Nordan** to redistrict property located at 7525 Highway 129 N, Cleveland, Georgia, 30528 from A-1 Agriculture Forestry District to R-1 Single Family Residential District. Tax map and parcel 004-011. Total acreage is 7.23. Present zoning is A-1 Agriculture Forestry District. The applicant, Keith Nordon of 7525 Highway 129 N, was present. Mr. Barton gave a summary of the application. Mr. Nordon did not have anything to add.

Motion to recommend approval to the Board of Commissioners made by Mr. Freeman and seconded by Ms. Burke. Motion was unanimous. Mr. Barton advised the applicant of the next meeting on August 28<sup>th</sup>.

**Application of Jerry Fortenberry** to request a conditional use permit located at 578 Highway 356, Helen, Georgia, 30545. Tax map and parcel 042B-044. Total acreage is 1.00. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family. A representative, Michael Bogue of Cornelia, GA, was present. Mr. Barton gave a summary of the application. Mr. Bogue did not have anything to add.

Motion to recommend approval to the Board of Commissioners made by Ms. Burke and seconded by Mr. Yarbrough. Motion was unanimous. Mr. Barton advised the representative of the next meeting on August 28<sup>th</sup>.

**Application of Judy and Scott Hancock** to request a conditional use permit located at 1304 Highway 17, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 071-009. Total acreage is 16.86. Proposed use is to place in “Short Term Rental” program. Present zoning is A-1 Agriculture Forestry District. The applicant, Judy Hancock of 1302 Highway 17, was present. Mr. Barton gave a summary of the application. Ms. Hancock said wanted to address what happened last week after the meeting that they were unaware of and explained they were appalled to hear false rumors about the property being under contract and that the potential buyer wants to build cabins all over property. She said the property is at full capacity due to septic. Ms. Hancock said, after consulting with professional counsel, that toxic rumors are conjectures and run the risk of influencing commissioners’ decision.

She further clarified the historic cabin had been utilized by missionaries on furlough in exchange for gifts and utilized in exchange for help on farm. Regarding the opposition expressed in the Work Session, she said Mr. Muir had approached them twice to purchase the farm and he had expressed his opposition of the short-term rental to them after the meeting last week. She added that all present were in favor of the request during the public hearing and the issue was reopened (during the work session) after they left. Ms. Hancock stated their personal residence is on the river, but this cabin is over 1000 feet from the river, 400 feet from the closest residence on the other side of Highway 17, and 2000 feet from the closest building on Mr. Muir’s property.

When asked for clarification on whether the cabin had been rented in exchange for money, Ms. Hancock said yes it had been rented for two and a half years and she was unaware of the business license

WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

requirement. She verified the taxes had been paid. She also clarified that the property is for sale but is not currently under contract and the property is in the flood plain.

Motion to recommend approval of 1304 Highway 17 made by Ms. Burke and seconded by Mr. Ackerman. Motion carried 5-1 with Ms. Dixon opposed. Mr. Barton advised the applicant of the next meeting on August 28<sup>th</sup>.

Mr. Sell presented the proposed amendments to the White County Land Use Ordinance related to provisions for Historic Preservation.

Ms. Dixon recused herself due to being on the Historic Preservation Committee.

Mr. Ackerman requested clarification on the buffers and effect on adjacent property owners, to which Mr. Sell explained the changes made to address these concerns including sign off requirements and when buffers would not apply. Ms. Burke expressed concerns with placing additional restrictions on properties and explained that landowners could place restrictions or covenants on their personal property to protect it.

Chairman Thomas asked if there were any recommended changes to the document, there was no response from the board.

Motion to recommend approval as is with the changes was made by Mr. Ackerman. The motion died for lack of second.

Mr. Freeman explained there is a lot of beautiful property in the county that should be protected and there are rules and regulations already in place to help protect property from something that might not be a good fit. Mr. Freeman made a motion to recommend to the Board of Commissioners not adding this to the land use plan. Ms. Burke seconded the motion. Motion carried 4-1 with Mr. Ackerman opposed and Ms. Dixon recused.

There was no citizen comment.

Motion to adjourn made by Ms. Burke and seconded by Mr. Yarbrough. Motion was unanimous.

WHITE COUNTY PLANNING COMMISSION MINUTES  
PUBLIC HEARING: LAND USE REGULATION

Monday, July 31<sup>st</sup>, 2023  
6:00 pm

White County Senior Center  
1239 Helen Hwy, Cleveland, Ga. 30528

Board members present were Larry Freeman, R.K. Ackerman, Dona K. Burke, Charlie Thomas, Brad Ash, and John Yarbrough. Staff members present were Harry Barton, John Sell, and Mercedes Dodd.

Chairman Thomas called the meeting to order. Mr. Yarbrough gave the invocation. No changes made to the agenda.

**Application of Michael Caudell** to request a conditional use permit located at 147 Sara Lane, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 055D-094. Total acreage is 0.927. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family.

The applicant, Michael Caudell of 315 Runway Circle, was present. Mr. Barton gave a summary of the application. Mr. Caudell explained the proposed short-term rental would have a maximum occupancy of eight people with parking for five to ten vehicles. He said the house had been a short-term rental previously and was under the impression it was grandfathered in when he purchased it in March, but learned it was not when he went to file for a business license so he blocked out all summer rentals. When asked where the nearest full time resident lives, he said the HOA president recently took his property out of short-term rental and now resides there full time. Mr. Caudell said he received a letter of support from the HOA president, as well, and said he plans to self-manage the rental.

Chairman Thomas asked if anyone would like to speak for the application, there was no response. He asked if anyone would like to speak against the application, there was no response. Mr. Caudell did not have anything to add. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

**Application of Keith Nordan** to redistrict property located at 7525 Highway 129 N, Cleveland, Georgia, 30528 from A-1 Agriculture Forestry District to R-1 Single Family Residential District. Tax map and parcel 004-011. Total acreage is 7.23. Present zoning is A-1 Agriculture Forestry District.

The applicant, Keith Nordan of 7423 Highway 129 North, was present. Mr. Barton gave a summary of the application. Mr. Nordan explained that Camp Coleman wants to purchase five acres and his daughter will keep the remaining acreage. Mr. Barton explained that, due to this not being a family transfer and zoned Agriculture, it would need to be rezoned in order to split since it is less than ten acres.

Chairman Thomas asked if anyone would like to speak for the application.

Amy Smiler McFarland, Camp Director for URJ Camp Coleman at 201 Camp Coleman Drive, stated the camp is interested in purchasing this property to keep as a forestry buffer and to help with security of the camp.

Chairman Thomas asked if anyone would like to speak against the application, there was no response. Mr. Nordan did not have anything to add. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

WHITE COUNTY PLANNING COMMISSION MINUTES  
PUBLIC HEARING: LAND USE REGULATION

**Application of Jerry Fortenberry** to request a conditional use permit located at 578 Highway 356, Helen, Georgia, 30545. Tax map and parcel 042B-044. Total acreage is 1.00. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family.

The applicant, Jerry Fortenberry of 2210 Village Pool Road in Quantico, VA, was present. Mr. Barton gave a summary of the application. Mr. Fortenberry explained the proposed short-term rental would have a maximum occupancy of four people in the two bedroom/one bathroom home with parking for four to five vehicles, but he plans to limit parking to two or three vehicles on the private driveway. He explained that he purchased the home in 2021 and recently found out about the tax licensing requirements. He said he is military and the short-term rental would provide his family with a place to stay while renting it to offset costs. Mr. Fortenberry said he plans to self-manage through AirBnB with his brother-in-law as the local contact 15 minutes away, that he has rented it since owning without issues, and outlined his rental policies. When asked if there are any neighbors, he said there is one across the street and they may be pursuing short-term rental as well. Mr. Ackerman asked him if he had any policies for firearms in place, to which Mr. Fortenberry said he would add to his rental policies that no firearms could be fired.

Chairman Thomas asked if anyone would like to speak for the application, there was no response. He asked if anyone would like to speak against the application, there was no response. Mr. Fortenberry did not have anything to add. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

**Application of Judy and Scott Hancock** to request a conditional use permit located at 1304 Highway 17, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 071-009. Total acreage is 16.86. Proposed use is to place in “Short Term Rental” program. Present zoning is A-1 Agriculture Forestry District. The applicant, Judy Hancock of 1304 Highway 17, was present. Mr. Barton gave a summary of the application. Ms. Hancock said the short-term rental has a maximum occupancy of two people and outlined her rental policies. She explained the rental is an 1844 cabin where couples can come to enjoy the farm experience and unplug since there are not amenities like Wi-Fi or television, adding that her farm is open to the public and they has hosted tours. She said she has owned the cabin for 16 years, has been renting it short-term for two and a half years without issues or complaints from neighbors, and self-manages the rental through AirBnB. When asked if she was notified by the county for not being in compliance, Ms. Hancock said yes and that she was unaware of the permit or business license requirement. She said they live on the property and are very aware of what goes on with the guests.

Chairman Thomas asked if anyone would like to speak for the application.

Teresa Holtzclaw of 72 Greear Lane in Helen explained the cabin was previously a rustic cabin furniture store without heat and only the log framing. She said the Hancocks completely finished out the cabin and turned it into the perfect AirBnB to “unplug” without services like Wi-Fi or television. She explained it is separated from the neighborhood, has a pristine setting, and is near the river.

Tim Tinius of 1321 Highway 17 said he was not opposed, but wanted to know if this would allow the owners to have multiple cabins on the property. Mr. Tinius said he is for them doing this short-term rental but is against a rental cabin development. Chairman Thomas explained the applicants would have to come back for approval for anything else through the county.

WHITE COUNTY PLANNING COMMISSION MINUTES  
PUBLIC HEARING: LAND USE REGULATION

Scott Hancock of 1304 Highway 17 said they have no intentions for development and are limited on space for septic. He said he built the cabin wanting to do a country clinic, but learned that would be commercial with additional requirements and gave it to others that could use it. Mr. Hancock said they want to be good neighbors, which is why they have policies such as no more than two cars and no guests.

Chairman Thomas asked if anyone would like to speak against the application, there was no response. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

Motion to adjourn made by Ms. Burke and seconded by Mr. Ackerman. Motion was unanimous.

DRAFT



# WHITE COUNTY

## *Board of Commissioners*

### Agenda Request Form

**Item Title:** Conditional Use Permit Request for STR for Judy and Scott Hancock, 1304 Hwy 17, Sautee

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Land Use Application

**Submitted By:** John Sell

**Attachments:** Yes  **If yes, please list each file name below:**

1. Application #20068
2. Public Hearing minutes of 7/31/2023
3. Work Session minutes of 7/31/2023
4. Regular Meeting minutes of 8/7/2023

#### **Purpose:**

Consider the application of Judy and Scott Hancock to request a conditional use permit located at 1304 Highway 17, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 071-009. Total acreage is 16.86. Proposed use is to place in "Short Term Rental" program. Present zoning is A-1 Agriculture Forestry District.

#### **Background / Summary:**

- Applicant is requesting a conditional use permit for short term rental. The property is not located in a subdivision. Ms. Hancock said the short-term rental has a maximum occupancy of two people and outlined her rental policies. She explained the rental is an 1844 cabin where couples can come to enjoy the farm experience and unplug since there are not amenities like Wi-Fi or television, adding that her farm is open to the public and they has hosted tours. She said she has owned the cabin for 16 years, has been renting it short-term for two and a half years without issues or complaints from neighbors, and self-manages the rental through AirBnB. When asked if she was notified by the county for not being in compliance, Ms. Hancock said yes and that she was unaware of the permit or business license requirement. She said they live on the property and are very aware of what goes on with the guests. There was one person who spoke in favor of the application. One person asked if this would allow more STRs on the property and Mr. Hancock said there is not room with septic and there are no plans. There were no other comments made during the public comment period. However, there was a comment of oppositino made during Public Comment during the Work Session that followed the public hearing. Ms. Hancock addressed those comments during the regular meeting as they had already left after the public hearing meeting was adjourned and she did not hear the comments. The Planning Commission recommended approval of the application and the motion passed by a 5-1 vote.

**Department Recommendation:**

Planning Commission recommended approval by a 5-1 vote.

**Options:**

- Uphold Planning Commission recommendation and approve the application
- Reverse Planning Commission recommendation and deny the application.
- Table the application for further review or to send back to Planning Commission

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

-



# WHITE COUNTY CHANGE OF LAND USE DISTRICT APPLICATION

<b>OFFICE USE ONLY</b>	Land Use Application #: <u>20068</u>
Public Hearing Date: <u>7/31/2023</u>	Commission District: <u>4</u>
Fees Assessed: <u>\$250</u>	Paid via: <input type="checkbox"/> cash <input type="checkbox"/> credit card <input checked="" type="checkbox"/> check# <u>2731</u>

APPLICANT INFORMATION	
Status: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Authorized Agent <input type="checkbox"/> Lessee <input type="checkbox"/> Option to Purchase	
Printed Name(s): <u>Judy &amp; Scott Hancock</u>	
Address: <u>1302 Hwy 17 on P.O. Box 305 (mailing)</u>	
Phone Number: [REDACTED]	Alternate Contact Num: [REDACTED] <u>3057</u>
Email: [REDACTED]	
Owner Information (if different from Applicant/Agent):	
Name:	Phone #:
PROPERTY INFORMATION	
Parcel ID: <u>071009</u>	Total acreage being changed: <u>16.86</u>
Address: <u>same as above 1304 HWY 17</u>	
Directions to Property: <u>1 1/2 mile from Indian Mound Hwy 17 towards Clarksville turn Right at Nacoochee Valley Farm</u>	
Current Use/Zoning of Property: <u>AI</u>	Type of Road Surface: <u>gravel</u>
Any prior redistricting requests for property: <u>NO</u> If yes, provide redistricting application #: _____	
SURROUNDING PROPERTY LAND USE CLASSIFICATION:	
North: <u>CI+R</u>	South: <u>AI</u> East: <u>AI</u> West: <u>AI</u>
REQUESTED ACTION AND DETAILS OF PROPOSED USE (check all that apply)	
<input type="checkbox"/> Redistrict from district:	Redistrict to district:
<input checked="" type="checkbox"/> Conditional Use - specify: <u>STR</u>	
<input type="checkbox"/> Special Use - specify:	
<input type="checkbox"/> Land Use Variance from Code Section:	
Proposed use if not listed above:	
Is this property part of a subdivision? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please list number of lots:	
Are there covenants? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is there an active homeowner's association? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Subdivision Name (if applicable): <u>N/A</u>	

Existing Utilities (check all that apply):  
 County or City Water     Well     Septic     Gas     Electric     Broadband

Proposed Utilities (check all that apply):  
 County or City Water     Well     Septic     Gas     Electric     Broadband

**COMMERCIAL AND INDUSTRIAL REDISTRICKT INFORMATION**

Building Area: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_

**RESIDENTIAL REDISTRICKT INFORMATION**

No. of Lots: \_\_\_\_\_ Minimum Lot Size in acres: \_\_\_\_\_ No. of Units: \_\_\_\_\_

Minimum Heated Floor Area (ft<sup>2</sup>): \_\_\_\_\_ Density/Acre: \_\_\_\_\_

Is an Amenity area proposed (specify if yes)? \_\_\_\_\_

Apartments     Condominiums     Townhomes     Single Family

Rental Cabins     Recreational Vehicle Park     Other- Specify: \_\_\_\_\_

**LIST OF ADJACENT PROPERTY OWNERS**

It is the responsibility of the Applicant to provide a list of adjacent property owners that has property bordering your property or who has property directly across the street from your property (additional sheet may be included, if necessary).

PARCEL	PROPERTY OWNER NAME	MAILING ADDRESS
1	057011 Lou Louingood	508 West N. Street Sweetwater TN 37874
2	057011 John Scurty 071005 Dinnie King	1299 HWY 17 Sautee Bacchus Productions LLC
3	057010	River Dawg Ranch LLC 3715 Northside PKWY NW Suite 2-675 ATL GA 30327
4	071009 Judy & Scott Hancock	P.O. Box 305, Sautee GA 30571
5	071-017 Betty Anne Souther	1552 Hwy 17 517 Englam St. Montezuma GA 31063
6	071-006 Timothy & Cindy Tinnius	7321 Hwy 17 (30302)
7		

**APPLICANT CERTIFICATION**

I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on both the Planning Commission and Board of Commissioners meeting agendas.

I understand that the Planning Department staff may either accept or reject my request upon review. My request will be rejected if all the necessary data is not presented.

I understand that I have the obligation to present all data necessary and required by statute to enable the Planning Commission and Board of Commissioners to make an informed determination on my request. I understand that I may seek legal advice if I am not familiar with the land use requirements and procedures.

I understand that my request will be acted upon at the Planning Commission and Board of Commissioners meetings and that I am required to be present or to be represented by someone able to present all facts and answer all questions. I understand that failure to appear at a meeting shall result in the postponement or denial of my application request. I further understand that it is my responsibility to be aware of relevant meeting dates and times regardless of notification from White County.

I hereby certify that I have read the above and that the above information, as well as the attached information, is true and correct.

*Judy Hancock* *May 19, 2023*  
**Applicant Signature:** **Date:**

**2023 DEADLINES AND MEETING DATES**

Submittal Date Planning Dept. Office 5:00 p.m. Deadline	Planning Commission Public Hearing 1239 Helen Hwy 6:00 p.m.	Planning Commission Regular Session 1239 Helen Hwy 6:00 p.m.	Board of Commissioners Work Session 1235 Helen Hwy 4:30 p.m.
Wednesday, January 4, 2023	Monday, January 30, 2023	Monday, February 6, 2023	Monday, February 27, 2023
Wednesday, February 1, 2023	Monday, February 27, 2023	Monday, March 6, 2023	Monday, March 27, 2023
Wednesday, March 1, 2023	Monday, March 27, 2023	Monday, April 3, 2023	Monday, April 24, 2023
Wednesday, March 29, 2023	Monday, April 24, 2023	Monday, May 1, 2023	TBA
Wednesday, May 3, 2023	TBA	Monday, June 5, 2023	Monday, June 26, 2023
Wednesday, May 31, 2023	Monday, June 26, 2023	Monday, July 3, 2023	Monday, July 31, 2023
Wednesday, June 13, 2023	Monday, July 31, 2023	Monday, August 7, 2023	Monday, August 28, 2023
Wednesday, August 2, 2023	Monday, August 28, 2023	TBA	Monday, September 25, 2023
Wednesday, August 30, 2023	Monday, September 25, 2023	Monday, October 2, 2023	Monday, October 30, 2023
Wednesday, October 4, 2023	Monday, October 30, 2023	Monday, November 6, 2023	Monday, November 27, 2023
Wednesday, November 1, 2023	Monday, November 27, 2023	Monday, December 4, 2023	TBA
Wednesday, November 29, 2023	TBA	TBA	Monday, January 29, 2024
Wednesday, January 3, 2024	Monday, January 29, 2024	Monday, February 5, 2024	Monday, February 26, 2024

*on calendar*

**NOTICE OF AGRICULTURAL DISTRICT ADJACENCY**

Future abutting developers in non-agricultural land use districts shall be provided with this "Notice of Agricultural Adjacency" prior to administrative action on either land use district, the issuance of a building or occupancy permit or approval of a subdivision of property. Prior to administrative action, the applicant shall be required to sign this waiver which indicates that the applicant understands that a use is ongoing, adjacent to his/her use, which can produce odors, noise, dust and other effects which may not be compatible with the applicant's development. Nevertheless, understanding the effects of the adjacent Agricultural District uses, the applicant agrees by executing this form to waive any objection to those effects and understands that his/her district change and/or permits or other approvals are issued and processed in reliance on his agreement not to bring any action asserting that the adjacent uses in the Agricultural District constitute a nuisance against the local government and adjoining land owners whose property is located in an Agricultural District. This waiver shall be provided and made applicable for subsequent purchasers and owners or heirs of his/her property. This notice and acknowledgement shall be public record.

Applicant Signature:

*Judy Hancock*

Date:

*June 10, 2023*

**DISCLOSURE OF CAMPAIGN CONTRIBUTIONS  
(APPLICANTS AND REPRESENTATIVE(S) OF REQUESTED ACTION)**

Pursuant to O.C.G.A. Section 36-67 A-3.A, the disclosure of any campaign contributions aggregating \$250.00 or more to a local government official who will consider an application for re-classification or for a conditional use or special use permit is mandatory when an application or any representation of application for re-classification of district or for conditional use or special use permit has been made within two (2) years immediately preceding the filing of a request for reclassification or conditional use or special use permit by the same applicant and/or representative of said applicant. It shall be the duty of the applicant and/or any representatives of the applicant to file a disclosure with the governing authority of the respective local government to show the following:

Name of local official(s) to whom campaign contribution was made:

*N/A*

The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two (2) years immediately preceding the filing of this application for action for district re-classification, conditional use or special use permit.

Amount \$:

*N/A*

Date:

Enumeration and description of each gift (when the total value of all gifts is \$250.00 or more) made to the local government official during the two (2) years immediately preceding the filing of this application. **Please attach additional sheets if needed.**

Check box if no contributions made

Applicant Signature:

*Judy Hancock*

Date:

*May 29, 2023*

**PROPERTY OWNER AUTHORIZATION**

To be completed by the property owner to certify ownership of subject property and to provide authorization for other person(s) to represent the owner on their behalf.

I/WE (print), Judy & Scott Hancock, DVM, hereby swear that I/we own the property for which this land use change application is being made.

Property Address and/or Parcel ID:

**PROPERTY OWNER INFORMATION**

Printed Name of Owner(s):  
Judy & Scott Hancock, DVM

Mailing Address: P.O. Box 305  
Sanlee, GA 30571

Phone Number:

Alternate Contact Number:

Email:

I/we hereby authorize the person named below to act as the applicant or agent in the pursuit of the requested action on this property. I/we understand that any action granted and/or conditions or stipulations placed on the property will be binding upon the property regardless of ownership. The person named below is authorized to make this application. The person named below is aware that no application or re-application affecting the same land shall be acted upon within six (6) months from the date of the last action by the White County Board of Commissioners.

Printed Name of applicant or agent(s): Judy & Scott Hancock DVM Date Signed: 6/14/23

Signature of Owner(s):  
Judy Hancock

**PROPERTY OWNER AUTHORIZATION DOCUMENT: NOTARY ACKNOWLEDGEMENT**

Sworn to (or affirmed) and subscribed before me this 14 day of June, 20 23 by Judy Hancock (name of signer(s)). The named signer(s) is/are personally known by me or produced the identification type of Id.

Mercedes Dodd  
(Signature of Notary)

{Seal}  
**Mercedes Dodd**  
**NOTARY PUBLIC**  
**White County, GEORGIA**  
**My Commission Expires 06/02/2026**

(Name of Notary Typed, Stamped, or Printed)

**SHORT TERM RENTAL CERTIFICATIONS**

To be completed and notarized for any application where the proposed use is short term rental.

I/WE (print), Judy & Scott Hancock DVM, hereby swear that I/we own/will own the property referenced below for which this land use change application is being made.

\*Property Address and/or Parcel ID: 1304 Hwy 17 Santee GA

**PROPERTY OWNER AUTHORIZATION ACKNOWLEDGEMENT OF GUESTS**

I acknowledge to keep the total number of guests to that number which can safely stay in the premises and may be subject to the State of Georgia's fire safety code regulations.

Signature of Owner/Future Owner(s): Judy Hancock

**PROPERTY OWNER AUTHORIZATION CERTIFIED BY OWNER OR THIRD PARTY INSPECTOR**

I attest by owner or third party inspector that short term rentals meet applicable International Building Code, International Fire Code regulations and NFPA 101 Life Safety codes.

Signature of Owner/Future Owner(s): Judy Hancock

**PROPERTY OWNER AUTHORIZATION CERTIFIED DEED RESTRICTION**

I certify that there are no deed restriction and/or covenants on the property that prohibits the use of the property as a short-term rental.

Signature of Owner/Future Owner(s): Judy Hancock

**PROPERTY OWNER AUTHORIZATION CERTIFIED SHORT-TERM RENTAL INSURANCE**

I certify that the owner/future owner has commercial or specific short-term rental insurance for the property. If insurance *has not been obtained* at time of application, I certify that owner/future owner will obtain prior to renting if application approval is granted.

yes thru Airbnb

Signature of Owner/Future Owner(s): Judy Hancock

**OFFICIAL CODE OF WHITE COUNTY APPENDIX C/ARTICLE VII - SHORT TERM RENTALS & BUSINESS LICENSES NOTIFICATION**

I certify that I have been informed of and provided a copy of Appendix C/Article VII - Short Term Rentals. I certify that I have also been informed that I will need to contact the White County Business Tax Office (706-865-2235) to obtain the proper business licensing, host licensing, and subsequent tax information prior to operation of my short-term rental.

Signature of Owner/Future Owner(s): Judy Hancock

**SHORT TERM RENTAL CERTIFICATIONS DOCUMENT: NOTARY ACKNOWLEDGEMENT**

Sworn to (or affirmed) and subscribed before me this 14 day of June, 2023 by Judy Hancock (name of signer(s)). The named signer(s) is/are personally known by me or produced the identification type of DL.

{Seal} Mercedes Dodd  
NOTARY PUBLIC  
White County, GEORGIA  
My Commission Expires 06/02/2028

Mercedes Dodd  
(Signature of Notary)

(Name of Notary Typed, Stamped, or Printed)

**APPLICANT ACKNOWLEDGEMENT OF MEETING DATES**

9

I, Judy Hancock (print name) have been advised that I or someone to represent me must be in attendance when my application is before the White County Planning Commission and the White County Board of Commissioners or it will be tabled. I also acknowledge that I have been made aware of the below dates upon submission of my application.

Senior Center, 1239 Helen Hwy, Cleveland

6:00pm

Public Hearing Date (Planning Commission): 7/31/23

Regular Meeting Date (Planning Commission): 8/7/23

Administration Building, 1235 Helen Hwy, Cleveland

4:30pm

Board of Commissioners Meeting Date: 8/28/23

*\*Meeting dates are subject to change*

Judy Hancock  
Signature of Applicant or Authorized Agent

June 14, 2023  
Date

<b><u>OFFICE USE ONLY</u></b>
Copy given to applicant: <u>6/14/23</u> (date)
Staff Initials: <u>mo</u>
Flag (circle): <u>Y</u> N

\*\*\*\*\*

N/A

<b>WITHDRAWAL</b>
<i>Notice: This section only to be completed if application is being withdrawn.</i>
PART II - OFFICIAL CODE/APPENDIX C - LAND USE REGULATIONS/ARTICLE XVIII. AMENDMENT, APPLICATION AND PROCEDURAL REQUIREMENTS
<i>Section 1803. Withdrawal of amendment application. Any petition for an amendment to these regulations, official land use district map, conditional use approval, variance or special use permit may be withdrawn, at the discretion of the person or agency initiating such request, at any time prior to final action by the board of commissioners upon written notice to the planning director. Any required fees shall be forfeited</i>
I hereby withdraw application #:
Applicant Signature: _____ Date: _____

Judy & Scott Hancock, DVM Letter of Intent!

My husband, Scott is a Equine Veterinarian & farmer. We own Nacooche Valley Farm, Santee. We have a small 1844 hand hewn log cabin in front of our barn & further down the driveway is our home. In listing our cabin with Air BNB, our cabin is entitled "Visions of the Past" 1304 Hwy 17. The cabin is a one bedroom one bath small kitchen area with a sink, small refrigerator, & a coffee pot.

Cabin is restricted two adults only. No children no pets & no guests. A restriction of two cars only is enforced. We do not have WI-FI or TV. We want to attract couples who wish to unplug from social media & reconnect with one another enjoying a true small farm experience. Most of the work is done using mules & horses who help plant & harvest the corn & hay which is raised on our farm. Hay & corn are fed to our sheep, horses, & mules.



Judy +  
Scott Hancock

Our barn was erected January 2007 by the Amish, northern Ohio. We decided to have a barn raising & invite the public - the first one in over 135 years in our community - according to Dr. Tom Lumsden. This was the start of our Agri tourism adventure. Our farm is open to the public from daylight to dusk at no cost. Many tours have been provided for schools, Church Youth groups, Children with disabilities & missionaries on furlough thru Christian Vet & Missions in which our cabin is offered as a guest house for them. It is a ministry for us to witness families with children learning about egg production & baby chick management as well as raising sheep - participate in holding & bottle feeding baby lambs. Hayrides are often offered to tour the different horse pastures. It is our hope to obtain the required license to do this as a BNB. Thank you for your consideration  
Sincerely  
Judy Hancock



**Public Health**  
Prevent. Promote. Protect.

## White County Environmental Health

Zachary Taylor, M.D., M.S., Health Director

1241 Helen Highway, Unit 210 • Cleveland, GA 30528

PH: 706-348-7698 • FAX: 706-348-1670 • [www.phdistrict2.org](http://www.phdistrict2.org)

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union and White Counties

- |                                     |   |                          |  |
|-------------------------------------|---|--------------------------|--|
| <input checked="" type="checkbox"/> | <b>Evaluation Applied For</b>                 | <input type="checkbox"/> | <b>Appropriate Permit Applied For</b>                  |
| <input type="checkbox"/>            | <b>Appropriate Permit Issued to Applicant</b> | <input type="checkbox"/> | <b>Evaluation, Permit Not Applied For At This Time</b> |

DATE: 06/14/2023

APPLICANT NAME: JUDY & SCOTT HANCOCK

PROPERTY ADDRESS: 1304 HWY 17  
SAUTEE NACOOCHEE, GA 30571

White County Planning Department:

In reference to a request for a change of zoning/land use or a building permit, application may need to be made for an existing system evaluation to determine:


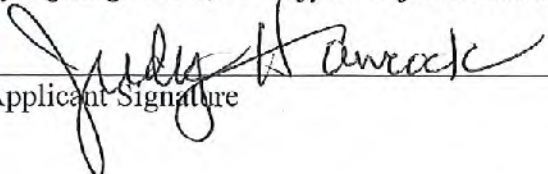
- that the permit on file is the correct permit for the property in question;
- that there is no evidence of system failure;
- that the septic system is appropriately sized for the current and proposed use;
- that there is adequate repair after the proposed addition;
- that there are no conditions that could adversely affect the functionality of the system.

Please note that this is NOT an all-inclusive list. Based upon the information submitted and/or the outcome of the evaluation, it may be determined that a septic system needs additional capacity or upgrade. If so, the appropriate permit will need to be obtained and the work completed before an approval can be given.

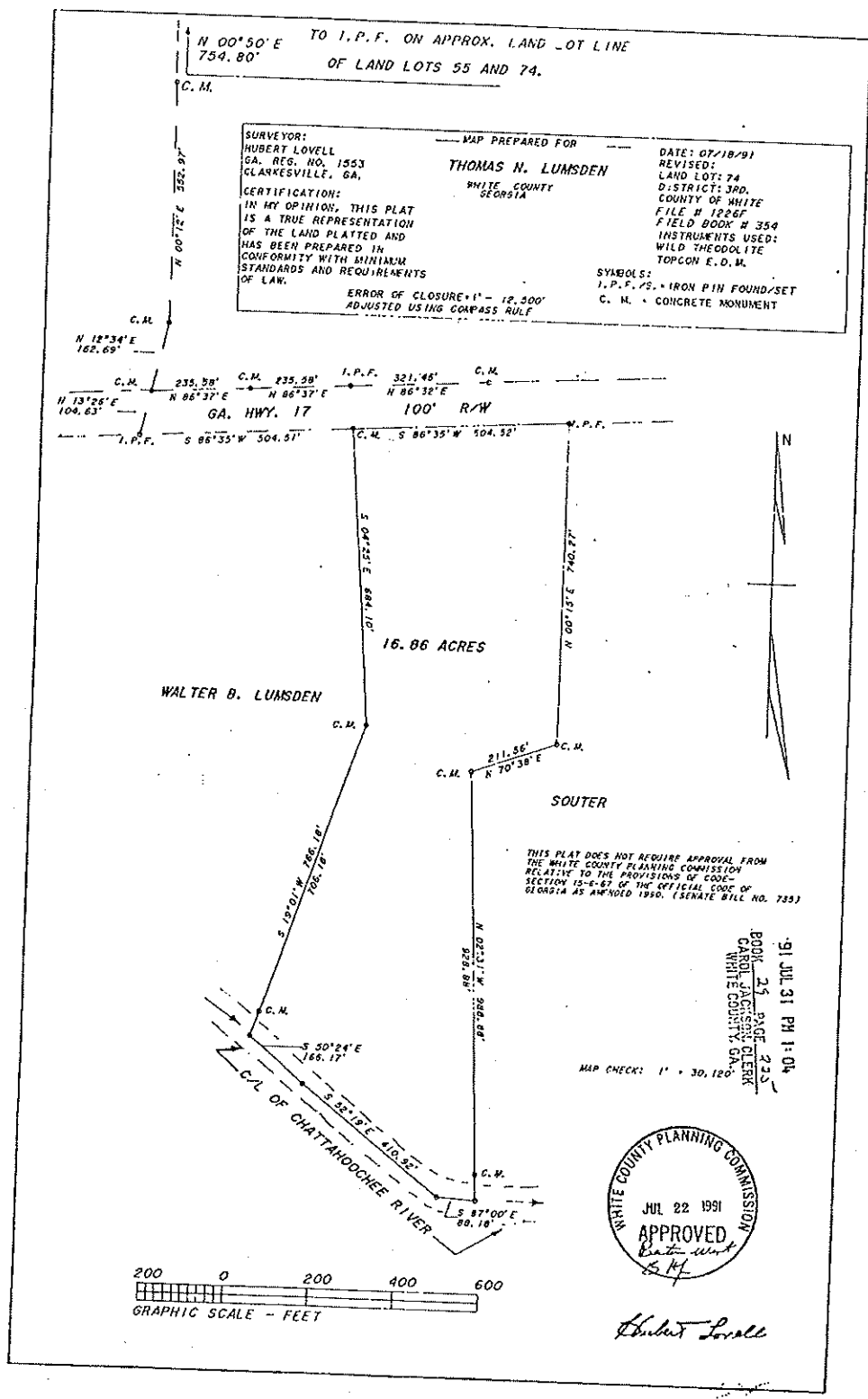
If, based upon information submitted, no septic systems exist on the property, this zoning/land use change and/or building permit request should not affect the property with respect to septic use.

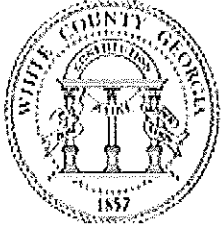
White County Environmental Health  
District 2 Public Health

*By signing below, I certify all information submitted is accurate and true to the best of my knowledge.*

   
Applicant Signature

# PLAT OF NARCOOCHEE VALLEY FARM





Official Tax Receipt  
White County, GA  
113 N. Brooks St.  
Cleveland, 30528  
--Online Receipt--

Phone: 706-865-2225

Trans No	Map Code	Property ID & District Description	Original Due	Interest & Penalty	Amount Due	Amount Paid	Transaction Balance
2022-7241	071 009	LL74 LD3	\$3,529.53	\$0.00 Fees: \$0.00	\$0.00	\$3,529.53	\$0.00
Totals:			\$3,529.53	\$0.00	\$0.00	\$3,529.53	\$0.00

Paid Date: 11/17/2022

Charge Amount: \$3,529.53

HANCOCK SCOTT EMBRY HANCOCK  
JUDY ANNE THOMPSON  
P O BOX 305  
SAUTEE NACOOCHEE, GA 30571



Scan this code with your mobile phone to view this bill

# 2022 Property Tax Statement

Cindy Cannon  
 White County Tax Commissioner  
 113 North Brooks Street  
 Cleveland, GA 30528  
 wctc@whitecounty.net  
 Phone: (706) 865-2225  
 Fax: (706) 219-0078

<b>Bill No.</b>	<b>Due Date</b>	<b>Current Due</b>	<b>Prior Payment</b>	<b>Back Taxes</b>	<b>*Total Due*</b>
2022-7241	11/15/2022	\$0.00	\$3529.53	\$0.00	Paid 11/17/2022

Map: 071 009  
 Location: 1304 HWY 17

Printed: 06/14/2023

HANCOCK SCOTT EMBRY  
 HANCOCK JUDY ANNE THOMPSON  
 P O BOX 305  
 SAUTEE NACOOCHEE, GA 30571

Dear Taxpayer,

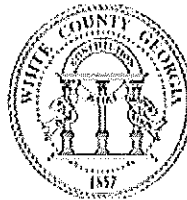
This is your 2022 Ad Valorem Property Tax Statement. This bill must be paid in full by 2022 in order to avoid interest and penalty charges. Interest and penalties are governed by Georgia Code. If payment is made after the due date, please call the office for the current amount due. State law requires all bills be mailed to the owner of record as of January 1st of the tax year. If you have sold this property, please forward this bill to the new owner and notify our office. Please note that your Tax Commissioner is responsible for billing and collections and is not responsible for the property value on your bill or the millage rate.

Thanks you for the privilege of serving you as your Tax Commissioner.

Cindy Cannon

**RETURN THIS PORTION WITH PAYMENT**  
 (Interest will be added per month if not paid by due date)

Cindy Cannon  
 White County Tax Commissioner  
 113 North Brooks Street  
 Cleveland, GA 30528  
 wctc@whitecounty.net  
 Phone: (706) 865-2225  
 Fax: (706) 219-0078



**Tax Payer:** HANCOCK SCOTT EMBRY  
 HANCOCK JUDY ANNE THOMPSON  
**Map Code:** 071 009 Real  
**Description:** LL74 LD3  
**Location:** 1304 HWY 17  
**Bill No:** 2022-7241  
**District:** 001

Building Value	Land Value	Acres	Fair Market Value		Due Date	Billing Date	Payment Good through	Exemptions		
327,820.00	200,300.00	16.8600	\$528,120.00		11/15/2022			SV		
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax		
COUNTY M&O	\$528,120	\$211,248	\$62,492	\$148,756	12.949000	\$1,926.24	\$0.00	\$1,926.24		
SALES TAX ROLLBACK	\$528,120	\$211,248	\$62,492	\$148,756	-3.444000	\$0.00	-\$512.32	-\$512.32		
SCHOOL M&O	\$528,120	\$211,248	\$62,492	\$148,756	14.222000	\$2,115.61	\$0.00	\$2,115.61		
STATE TAX	\$528,120	\$211,248	\$62,492	\$148,756	0.000000	\$0.00	\$0.00	\$0.00		
<b>TOTALS</b>						<b>23.727000</b>	<b>\$4,041.85</b>	<b>-\$512.32</b>	<b>\$3,529.53</b>	

Each resident of White County is eligible for a Homestead exemption on the property they own and occupy as their permanent residence on January 1st of the taxable year. Homestead Exemption applications are accepted year round by the White County Assessors office however, your application must be made before April 1st to apply to the taxable year. All tax returns are filed with the White County Assessors office between January 1st and April 1st of the taxable year. For questions about your Homestead Exemption or filing a tax return, you may reach the Assessors office at (706) 865-5328. Thanks

<b>Current Due</b>	\$3,529.53
<b>Penalty</b>	\$0.00
<b>Interest</b>	\$0.00
<b>Other Fees</b>	\$0.00
<b>Previous Payments</b>	\$3,529.53
<b>Back Taxes</b>	\$0.00
<b>Total Due</b>	<b>\$0.00</b>
<b>Paid Date</b>	11/17/2022



**Overview**



**Legend**

- Roads
- Railroads
- Lakes
- Streams and Rivers
- City Labels

Parcel ID	071009	Alternate ID	5070920	Owner Address	HANCOCK SCOTT EMBRY
Sec/Twp/Rng	n/a	Class	A		HANCOCK JUDY ANNE THOMPSON
Property Address	1304 HWY 17	Acreage	16.86		P O BOX 305
	01				SAUTEE NACOOCHIE GA 30571-0000
District	01				
Brief Tax Description	LL74 LD3				
	(Note: Not to be used on legal documents)				

Date created: 6/12/2023  
 Last Data Uploaded: 6/12/2023 5:18:55 AM

Developed by Schneider  
 GEOSPATIAL



**Overview**



**Legend**

- Roads
- Railroads
- Lakes
- Streams and Rivers
- City Labels

Parcel ID	071 009	Alternate ID	5070920	Owner Address	HANCOCK SCOTT EMBRY
Sec/Twp/Rng	n/a	Class	A		HANCOCK JUDY ANNE THOMPSON
Property Address	1304 HWY 17 01	Acreage	16.86		P O BOX 305 SAUTEE NACOOCHEE GA 30571-0000

District 01  
Brief Tax Description LL74 LD3

*(Note: Not to be used on legal documents)*

Date created: 6/12/2023  
Last Data Uploaded: 6/12/2023 5:18:55 AM

Developed by Schneider  
GEOSPATIAL

**WHITE COUNTY PLANNING DEPARTMENT  
STAFF COMMENT**

**JUDY & SCOTT HANCOCK**

- PROPERTY IS LOCATED AT 1304 HIGHWAY 17 IN SAUTEE NACOOCHIEE. IT IS IN THE A-1 AGRICULTURE FORESTRY DISTRICT AND WILL REQUIRE A CONDITIONAL USE PERMIT FROM THE WHITE COUNTY BOARD OF COMMISSIONERS TO PLACE THE PROPERTY IN THE SHORT TERM RENTAL PROGRAM.
- PROPERTY ADJOINS TO THE NORTH R-1 RESIDENTIAL SINGLE-FAMILY DISTRICT; TO THE SOUTH, EAST, AND WEST A-1 AGRICULTURE FORESTRY DISTRICT.
- THE WHITE COUNTY COMPREHENSIVE PLAN FUTURE LAND USE MAP INDICATES SINGLE FAMILY RESIDENTIAL.
- TOTAL ACREAGE IS 16.86.
- PROPERTY SUPPLIED BY WELL AND SEPTIC.

PARCEL REZONED  
TO R-1 6/26/2023





WHITE COUNTY PLANNING COMMISSION MINUTES  
WORK SESSION

Monday, July 31<sup>st</sup>, 2023  
6:00 pm

White County Senior Center  
1239 Helen Hwy, Cleveland, Ga., 30528

Board members present were Larry Freeman, R.K. Ackerman, Dona K. Burke, Charlie Thomas, Brad Ash, and John Yarbrough. Staff members present were Harry Barton, John Sell, and Mercedes Dodd.

Chairman Thomas called the meeting to order. No changes made to the agenda.

Mr. Barton and Ms. Dodd gave a summary of the following applications:

Application of James Allison to request a variance from Section 802 Lot Width and Size for acreage. Property is located on Taxiway Lane, Cleveland, GA, 30528. Tax map and parcel is 063A-043. Total acreage is 0.19.

Application of James Allison to request a variance for Section 802 Lot Width and Size for acreage. Property is located at 202 Aviation Boulevard, Cleveland, GA, 30528. Tax map and parcel is 062-208C. Total acreage is 0.185.

Application of Mark King to request a variance from Section 14-133(K) for RV Park Square Footage for a total of 435 square feet. Property is located on 66 Timberview Drive, Cleveland, GA, 30528. Lot 142 in Brookside Campground. Tax map and parcel is 004E-142.

Application of Chris Walls to request a variance from Section 601 Access, Section 802 Lot Width and Size for acreage, and Section 804 Building Lines for building within a building setback. Property is located at 107 Runway Circle, Cleveland, GA, 30528. Tax map and parcel is 063A-028. Total acreage is 3.04.

Application of Shaun York to request a variance from Section 601 Access. Property is located on EDS Drive, Cleveland, GA, 30528. Tax map and parcel is 031-108A. Total acreage is 1.98.

Application of James Gregg to request a variance from Section 601 Access. Property is located on Fortner Lane, Cleveland, GA, 30528. Tax map and parcel is 033-046. Total acreage is 1.21.

Request for Preliminary Plat Renewal by Chad Knott for Blue Creek Forest Subdivision on Duncan Bridge Road. Tax map and parcel is 074-053A. Total acreage is 30.24.

Mr. Sell provided a summary of the updates to the proposed amendments to the White County Land Use Ordinance related to provisions for Historic Preservation. Chairman Thomas requested the amendments be added to the Regular Session agenda for August 7<sup>th</sup> for the Planning Commission to make a recommendation.

Chairman Thomas asked if there was any public comment. Staff advised the Chairman that public comment is not typically part of the Work Session. Chairman Thomas opted to proceed with public comment.

Claudia Brathe of 207 East Underwood Street in Cleveland said she recently moved back to White County and was attracted to the area because of the historic homes on her street. She said she is a preservationist and realtor, explaining that she is not against growth or progress but it should be compatible building and smart growth, adding that it is worth preserving the rural nature and beauty of the county. She said Helen has remained true to its vision and she hopes the same for this rural area.

WHITE COUNTY PLANNING COMMISSION MINUTES  
WORK SESSION

Will Wagner of 3998 Slack Trail in Sautee Nacoochee and Chairman of the Historic Preservation Committee said he wanted to thank everyone for the opportunity to put the Historic Preservation Ordinance together and the citizens who gave input. He said there was very little opposition during the public comment process. Mr. Wagner explained it is business forward with intentions to protect the area and support the community while not trying to intrude on private property.

Johnna Tuttle 175 Wilderness End in Clarkesville, GA said she works for the Sautee Nacoochee Cultural Center in environmental stewardship and historic preservation. She said she has never been in a place where people care so much about the land they live on and hears concerns about what could happen with the Sautee Nacoochee valleys and view sheds in historic areas with being so close to Helen. Ms. Tuttle said she is worried about the people wanting to purchase the Hancock property and how it will affect the entire area with what they are planning to do. She urged the Planning Commission to consider the view sheds in already historic areas and passing the Historic Preservation Ordinance.

Price Muir of 340 Teresa Drive in Sautee Nacoochee said he lives directly across from the Hancocks. He said he thought the meeting started at 7 o'clock and asked if he was okay to speak, the Planning Commission allowed him to proceed. Mr. Muir explained that when he first purchased his property he was a disruptor and had an impact of community and historic preservation, but has grown to love the area. He expressed concerns of allowing short-term rentals along the Chattahoochee River and said it would be a great disservice to area, adding that agricultural property is so rare.

John Erbele of 1037 Joe Black Road and Historic Preservation Committee member said as a point of clarification that Mr. Muir is against the Hancock short-term rental, he is not against the Historic District Overlay. He explained the importance of the view shed and the need to protect what we have. He said view shed was an uncomfortable concept but the people of Sautee want it unchanged if possible throughout the growth that is coming. He expressed appreciation to the board for all they have done.

Motion to adjourn made by Ms. Burke and seconded by Mr. Ackerman. Motion was unanimous.

WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

Monday, August 7<sup>th</sup>, 2023  
6:00 pm

White County Senior Center  
1239 Helen Hwy, Cleveland, Ga. 30528

Those present were Larry Freeman, R.K. Ackerman, Dona K. Burke, Charlie Thomas, Linda Dixon, Brad Ash, and John Yarbrough. Staff members present were Harry Barton, John Sell, and Mercedes Dodd.

Chairman Thomas called the meeting to order. Mr. Yarbrough gave the invocation. No changes made to the agenda. Motion to approve the minutes of June 26<sup>th</sup>, 2023 and July 3<sup>rd</sup>, 2023 made by Mr. Ackerman and seconded by Ms. Burke. Motion was unanimous.

**Application of James Allison** to request a variance from Section 802 Lot Width and Size for acreage. Property is located on Taxiway Lane, Cleveland, GA, 30528. Tax map and parcel is 063A-043. Total acreage is 0.19.

The applicant, James Allison of 175 Eagle Ridge Trail, was present. Mr. Barton gave a summary of the application. Mr. Allison explained this is for a hangar lot, not residential, and this request is for plat approval.

Motion to approve the variance made by Ms. Burke and seconded by Ms. Dixon. Motion was unanimous.

**Application of James Allison** to request a variance for Section 802 Lot Width and Size for acreage. Property is located at 202 Aviation Boulevard, Cleveland, GA, 30528. Tax map and parcel is 062-208C. Total acreage is 0.185

The applicant, James Allison of 175 Eagle Ridge Trail, was present. Mr. Barton gave a summary of the application. Mr. Allison explained this is for a hangar lot as well and this request is for plat approval.

Motion to approve the variance made by Mr. Ash and seconded by Mr. Yarbrough. Motion was unanimous. Mr. Barton advised the applicant to contact his office once the plats were ready to be stamped.

**Application of Mark King** to request a variance from Section 14-133(K) for RV Park Square Footage for a total of 635 square feet. Property is located on 66 Timberview Drive, Cleveland, GA, 30528. Lot 142 in Brookside Campground. Tax map and parcel is 004E-142.

The applicant, Mark King of 311 Country Creek Road in Macon, GA, was present. Mr. Barton gave a summary of the application. Mr. King explained the request is to cover a portion of an existing deck. He said existing covered square footage is 435 and proposed is 200.

Motion to approve the variance made by Ms. Dixon and seconded by Ms. Burke. Motion was unanimous. Mr. Barton advised the applicant to contact the Building Department for a building permit.

**Application of Chris Walls** to request a variance from Section 601 Access, Section 802 Lot Width and Size for acreage, and Section 804 Building Lines for building within a building setback. Property is located at 107 Runway Circle, Cleveland, GA, 30528. Tax map and parcel is 063A-028. Total acreage is 3.04.

A representative, James Allison of 175 Eagle Ridge Trail, was present on behalf of the applicant. Mr. Barton gave a summary of the application. Mr. Allison explained the smaller lots are for hangar lots only, the public water is available, and the request is for 5-foot setbacks on all property lines. He said the

WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

submitted plan is just a concept drawing, but lots 13A and 13B would be accessed by Runway Circle. When asked why a request was made for setbacks on half-acre lots, Mr. Allison explained it is a convenience factor that would allow for a larger hangar.

Motion to approve the variances made by Mr. Ackerman and seconded by Ms. Dixon. Motion was unanimous. Mr. Barton advised the representative to contact his office to discuss the development process.

**Application of Shaun York** to request a variance from Section 601 Access. Property is located on EDS Drive, Cleveland, GA, 30528. Tax map and parcel is 031-108A. Total acreage is 1.98. A representative, Kaitlyn York of 320 EDs Drive, was present on behalf of the applicant. Mr. Barton gave a summary of the application, adding that it is a mortgage variance that will revert to one tract once the mortgage is satisfied. When asked if the plan was to place a new dwelling on the back tract and remove the current dwelling once the mortgage is satisfied, Ms. York said yes.

Motion to approve the variance made by Mr. Ash and seconded by Ms. Burke. Motion was unanimous. Mr. Barton advised the applicant to contact his office.

**Application of James Gregg** to request a variance from Section 601 Access. Property is located on Fortner Lane, Cleveland, GA, 30528. Tax map and parcel is 033-046. Total acreage is 1.21. The applicant, James Gregg of 43 Lakeside Drive, was present. Mr. Barton gave a summary of the application. Mr. Gregg said this is family property.

Motion to approve the variance made by Ms. Burke and seconded by Mr. Ackerman. Motion was unanimous. Mr. Barton advised the applicant to contact Environmental Health for plat approval.

**Request for Preliminary Plat Renewal by Chad Knott** for Blue Creek Forest Subdivision on Duncan Bridge Road. Tax map and parcel is 074-053A. Total acreage is 30.24. The applicant, Chad Knott of 233 Moss Creek Point, was present. Mr. Barton gave a summary of the application. Mr. Knott explained the process has taken awhile due to costly water lines through the Water Authority that led to the need for wells and having to take additional steps through the power company in order to get the wells installed. He said the first two wells have passed.

Motion to approve the preliminary plat approval made by Mr. Ackerman and seconded by Mr. Ash. Motion was unanimous. Mr. Barton advised the applicant to contact his office about next steps.

**Application of Michael Caudell** to request a conditional use permit located at 147 Sara Lane, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 055D-094. Total acreage is 0.927. Proposed use is to place in "Short Term Rental" program. Present zoning is R-1 Residential Single Family. The applicant, Michael Caudell of 315 Runway Circle, was present. Mr. Barton gave a summary of the application. Mr. Caudell did not have anything to add.

WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

Motion to recommend approval to the Board of Commissioners made by Ms. Burke and seconded by Mr. Freeman. Motion carried 5-1 with Mr. Yarbrough opposed. Mr. Barton advised the applicant of the next meeting on August 28<sup>th</sup>.

**Application of Keith Nordan** to redistrict property located at 7525 Highway 129 N, Cleveland, Georgia, 30528 from A-1 Agriculture Forestry District to R-1 Single Family Residential District. Tax map and parcel 004-011. Total acreage is 7.23. Present zoning is A-1 Agriculture Forestry District. The applicant, Keith Nordon of 7525 Highway 129 N, was present. Mr. Barton gave a summary of the application. Mr. Nordon did not have anything to add.

Motion to recommend approval to the Board of Commissioners made by Mr. Freeman and seconded by Ms. Burke. Motion was unanimous. Mr. Barton advised the applicant of the next meeting on August 28<sup>th</sup>.

**Application of Jerry Fortenberry** to request a conditional use permit located at 578 Highway 356, Helen, Georgia, 30545. Tax map and parcel 042B-044. Total acreage is 1.00. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family. A representative, Michael Bogue of Cornelia, GA, was present. Mr. Barton gave a summary of the application. Mr. Bogue did not have anything to add.

Motion to recommend approval to the Board of Commissioners made by Ms. Burke and seconded by Mr. Yarbrough. Motion was unanimous. Mr. Barton advised the representative of the next meeting on August 28<sup>th</sup>.

**Application of Judy and Scott Hancock** to request a conditional use permit located at 1304 Highway 17, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 071-009. Total acreage is 16.86. Proposed use is to place in “Short Term Rental” program. Present zoning is A-1 Agriculture Forestry District. The applicant, Judy Hancock of 1302 Highway 17, was present. Mr. Barton gave a summary of the application. Ms. Hancock said wanted to address what happened last week after the meeting that they were unaware of and explained they were appalled to hear false rumors about the property being under contract and that the potential buyer wants to build cabins all over property. She said the property is at full capacity due to septic. Ms. Hancock said, after consulting with professional counsel, that toxic rumors are conjectures and run the risk of influencing commissioners’ decision.

She further clarified the historic cabin had been utilized by missionaries on furlough in exchange for gifts and utilized in exchange for help on farm. Regarding the opposition expressed in the Work Session, she said Mr. Muir had approached them twice to purchase the farm and he had expressed his opposition of the short-term rental to them after the meeting last week. She added that all present were in favor of the request during the public hearing and the issue was reopened (during the work session) after they left. Ms. Hancock stated their personal residence is on the river, but this cabin is over 1000 feet from the river, 400 feet from the closest residence on the other side of Highway 17, and 2000 feet from the closest building on Mr. Muir’s property.

When asked for clarification on whether the cabin had been rented in exchange for money, Ms. Hancock said yes it had been rented for two and a half years and she was unaware of the business license

WHITE COUNTY PLANNING COMMISSION MINUTES  
REGULAR SESSION

requirement. She verified the taxes had been paid. She also clarified that the property is for sale but is not currently under contract and the property is in the flood plain.

Motion to recommend approval of 1304 Highway 17 made by Ms. Burke and seconded by Mr. Ackerman. Motion carried 5-1 with Ms. Dixon opposed. Mr. Barton advised the applicant of the next meeting on August 28<sup>th</sup>.

Mr. Sell presented the proposed amendments to the White County Land Use Ordinance related to provisions for Historic Preservation.

Ms. Dixon recused herself due to being on the Historic Preservation Committee.

Mr. Ackerman requested clarification on the buffers and effect on adjacent property owners, to which Mr. Sell explained the changes made to address these concerns including sign off requirements and when buffers would not apply. Ms. Burke expressed concerns with placing additional restrictions on properties and explained that landowners could place restrictions or covenants on their personal property to protect it.

Chairman Thomas asked if there were any recommended changes to the document, there was no response from the board.

Motion to recommend approval as is with the changes was made by Mr. Ackerman. The motion died for lack of second.

Mr. Freeman explained there is a lot of beautiful property in the county that should be protected and there are rules and regulations already in place to help protect property from something that might not be a good fit. Mr. Freeman made a motion to recommend to the Board of Commissioners not adding this to the land use plan. Ms. Burke seconded the motion. Motion carried 4-1 with Mr. Ackerman opposed and Ms. Dixon recused.

There was no citizen comment.

Motion to adjourn made by Ms. Burke and seconded by Mr. Yarbrough. Motion was unanimous.

WHITE COUNTY PLANNING COMMISSION MINUTES  
PUBLIC HEARING: LAND USE REGULATION

Monday, July 31<sup>st</sup>, 2023  
6:00 pm

White County Senior Center  
1239 Helen Hwy, Cleveland, Ga. 30528

Board members present were Larry Freeman, R.K. Ackerman, Dona K. Burke, Charlie Thomas, Brad Ash, and John Yarbrough. Staff members present were Harry Barton, John Sell, and Mercedes Dodd.

Chairman Thomas called the meeting to order. Mr. Yarbrough gave the invocation. No changes made to the agenda.

**Application of Michael Caudell** to request a conditional use permit located at 147 Sara Lane, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 055D-094. Total acreage is 0.927. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family.

The applicant, Michael Caudell of 315 Runway Circle, was present. Mr. Barton gave a summary of the application. Mr. Caudell explained the proposed short-term rental would have a maximum occupancy of eight people with parking for five to ten vehicles. He said the house had been a short-term rental previously and was under the impression it was grandfathered in when he purchased it in March, but learned it was not when he went to file for a business license so he blocked out all summer rentals. When asked where the nearest full time resident lives, he said the HOA president recently took his property out of short-term rental and now resides there full time. Mr. Caudell said he received a letter of support from the HOA president, as well, and said he plans to self-manage the rental.

Chairman Thomas asked if anyone would like to speak for the application, there was no response. He asked if anyone would like to speak against the application, there was no response. Mr. Caudell did not have anything to add. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

**Application of Keith Nordan** to redistrict property located at 7525 Highway 129 N, Cleveland, Georgia, 30528 from A-1 Agriculture Forestry District to R-1 Single Family Residential District. Tax map and parcel 004-011. Total acreage is 7.23. Present zoning is A-1 Agriculture Forestry District.

The applicant, Keith Nordan of 7423 Highway 129 North, was present. Mr. Barton gave a summary of the application. Mr. Nordan explained that Camp Coleman wants to purchase five acres and his daughter will keep the remaining acreage. Mr. Barton explained that, due to this not being a family transfer and zoned Agriculture, it would need to be rezoned in order to split since it is less than ten acres.

Chairman Thomas asked if anyone would like to speak for the application.

Amy Smiler McFarland, Camp Director for URJ Camp Coleman at 201 Camp Coleman Drive, stated the camp is interested in purchasing this property to keep as a forestry buffer and to help with security of the camp.

Chairman Thomas asked if anyone would like to speak against the application, there was no response. Mr. Nordan did not have anything to add. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

WHITE COUNTY PLANNING COMMISSION MINUTES  
PUBLIC HEARING: LAND USE REGULATION

**Application of Jerry Fortenberry** to request a conditional use permit located at 578 Highway 356, Helen, Georgia, 30545. Tax map and parcel 042B-044. Total acreage is 1.00. Proposed use is to place in “Short Term Rental” program. Present zoning is R-1 Residential Single Family.

The applicant, Jerry Fortenberry of 2210 Village Pool Road in Quantico, VA, was present. Mr. Barton gave a summary of the application. Mr. Fortenberry explained the proposed short-term rental would have a maximum occupancy of four people in the two bedroom/one bathroom home with parking for four to five vehicles, but he plans to limit parking to two or three vehicles on the private driveway. He explained that he purchased the home in 2021 and recently found out about the tax licensing requirements. He said he is military and the short-term rental would provide his family with a place to stay while renting it to offset costs. Mr. Fortenberry said he plans to self-manage through AirBnB with his brother-in-law as the local contact 15 minutes away, that he has rented it since owning without issues, and outlined his rental policies. When asked if there are any neighbors, he said there is one across the street and they may be pursuing short-term rental as well. Mr. Ackerman asked him if he had any policies for firearms in place, to which Mr. Fortenberry said he would add to his rental policies that no firearms could be fired.

Chairman Thomas asked if anyone would like to speak for the application, there was no response. He asked if anyone would like to speak against the application, there was no response. Mr. Fortenberry did not have anything to add. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

**Application of Judy and Scott Hancock** to request a conditional use permit located at 1304 Highway 17, Sautee Nacoochee, Georgia, 30571. Tax map and parcel 071-009. Total acreage is 16.86. Proposed use is to place in “Short Term Rental” program. Present zoning is A-1 Agriculture Forestry District. The applicant, Judy Hancock of 1304 Highway 17, was present. Mr. Barton gave a summary of the application. Ms. Hancock said the short-term rental has a maximum occupancy of two people and outlined her rental policies. She explained the rental is an 1844 cabin where couples can come to enjoy the farm experience and unplug since there are not amenities like Wi-Fi or television, adding that her farm is open to the public and they has hosted tours. She said she has owned the cabin for 16 years, has been renting it short-term for two and a half years without issues or complaints from neighbors, and self-manages the rental through AirBnB. When asked if she was notified by the county for not being in compliance, Ms. Hancock said yes and that she was unaware of the permit or business license requirement. She said they live on the property and are very aware of what goes on with the guests.

Chairman Thomas asked if anyone would like to speak for the application.

Teressa Holtzclaw of 72 Greear Lane in Helen explained the cabin was previously a rustic cabin furniture store without heat and only the log framing. She said the Hancocks completely finished out the cabin and turned it into the perfect AirBnB to “unplug” without services like Wi-Fi or television. She explained it is separated from the neighborhood, has a pristine setting, and is near the river.

Tim Tinius of 1321 Highway 17 said he was not opposed, but wanted to know if this would allow the owners to have multiple cabins on the property. Mr. Tinius said he is for them doing this short-term rental but is against a rental cabin development. Chairman Thomas explained the applicants would have to come back for approval for anything else through the county.



WHITE COUNTY PLANNING COMMISSION MINUTES  
PUBLIC HEARING: LAND USE REGULATION

Scott Hancock of 1304 Highway 17 said they have no intentions for development and are limited on space for septic. He said he built the cabin wanting to do a country clinic, but learned that would be commercial with additional requirements and gave it to others that could use it. Mr. Hancock said they want to be good neighbors, which is why they have policies such as no more than two cars and no guests.

Chairman Thomas asked if anyone would like to speak against the application, there was no response. Chairman Thomas closed the hearing. Mr. Barton advised the applicant of the next meeting on August 7<sup>th</sup>.

Motion to adjourn made by Ms. Burke and seconded by Mr. Ackerman. Motion was unanimous.

DRAFT



# WHITE COUNTY

## *Board of Commissioners*

### Agenda Request Form

**Item Title:** Accept Bid of Impact Concrete to repair Transfer Station Floor

**For Meeting Date:** 8/28/2023

Work Session  Regular Meeting  Public Hearing

**Category (Select One):** Other

**Submitted By:** John Sell

**Attachments:** Yes  If yes, please list each file name below:

1. Bid of Impact Concrete
2. Bid of Hard Rock Concrete
3. Email from Leak and Associates for pricing
4. RFP packet for repairing transfer station floor

#### **Purpose:**

Consider approving the bid of Impact Concrete in the amount of \$74,902 to repair the White County Transfer Station Floor. Project would be paid for out of Solid Waste Fund which currently has a balance of \$613,217.

#### **Background / Summary:**

- White County was notified in 2021 by Waste Management of the need to repair the Transfer Station Floor. White County enlisted the services of Lance Wilkes, civil engineer in Oct. of 2021, who determined that 1,855 square feet of the floor needs a full-depth replacement. The plan was approved by the BOC on Sept. 26, 2022. White County put out an RFP for bids on Nov. 3, 2022 with a deadline of Dec. 9, 2022. We received no bids in that process. The county put the bid out a second time Feb. 10, 2023 and did not receive any bids. County Staff and Lance Wilkes made contacts within the industry to try to secure bids. Finally, Hard Rock Concrete made a bid of \$183,321 in late May, Leak and Associates out of North Carolina made a proposal for a different solution at a price of \$380,000 and finally Impact Concrete made a bid of \$74,902 that was received in August, 2023. If approved, staff and Mr. Wilkes will work with Impact Concrete to set dates ASAP to get the floor repaired.

#### **Department Recommendation:**

Staff recommends granting the bid to Impact Concrete in the amount of \$74,902 to make the repairs to the White County Transfer Station Floor. The project should be paid for out of the Solid Waste fund.

**Options:**

- Uphold staff recommendation and approve Impact Concrete's bid.
- Do not accept the bid and choose one of the alternative bids.
- Do not accept the bid and ask staff to go back and try to find more bidders.

**Budget Information:** Applicable       Not Applicable

**Budgeted:** Yes  No


**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

-



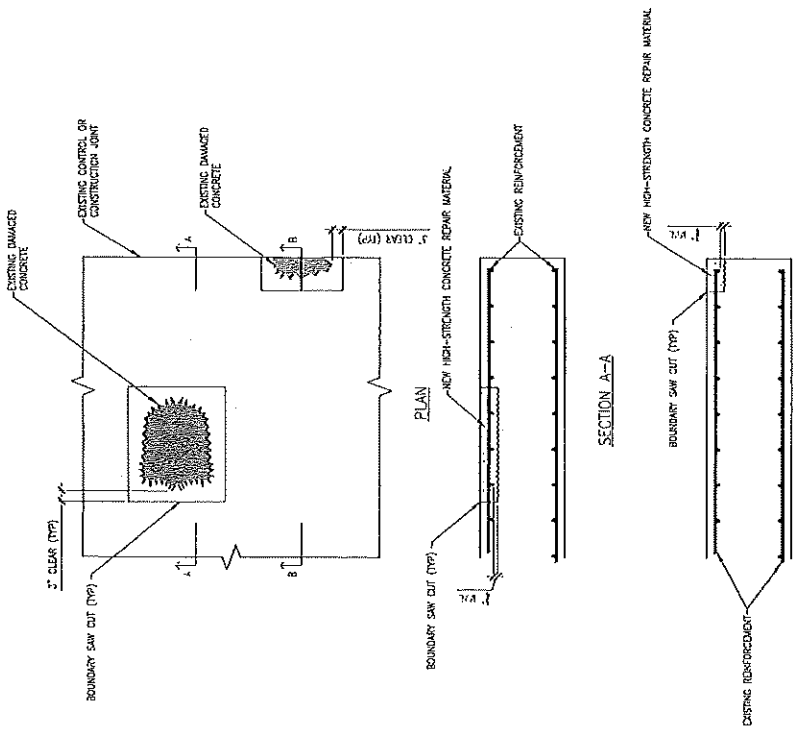
	<p><b>WHITE COUNTY TRANSFER STATION</b> 670 INDUSTRIAL BLVD CLAYLAND, GA 30528</p>	<p>PROJECT NO. 12345 DATE 12/31/2024</p>	<p><b>S-101</b></p>
<p><b>TIPPING FLOOR REPAIR DETAILS</b></p>		<p>WHITE COUNTY INDUSTRIAL TRANSFER STATION CONCRETE REPAIR CONTRACT</p>	

**FULL-DEPTH SLAB REPAIR NOTES**

1. PROVIDE FULL DEPTH SAW-CUT AT REPAIR BOUNDARIES WITH DAMAGED SLABS.
2. DO NOT BRUSH AWAY EXISTING CONCRETE THAT IS TO REMAIN IN PLACE. ANY DAMAGED CONCRETE SHALL BE REMOVED.
3. THE SURFACE OF DAMAGED SLAB IS TO BE REPAIRED TO MATCH THE SURFACE OF ADJACENT UN-DAMAGED SLAB. ALL REPAIRS SHALL BE MADE TO MEET THE SAME FINISH AND STRENGTH REQUIREMENTS AS THE EXISTING CONCRETE. ALL REPAIRS SHALL BE MADE TO MEET THE SAME FINISH AND STRENGTH REQUIREMENTS AS THE EXISTING CONCRETE.

**DEMOLITION NOTES**

1. ALL DAMAGED AND WEAR SURFACES SHALL BE DEMOLISHED TO A MINIMUM OF 3" BELOW THE FINISH SURFACE OF THE EXISTING CONCRETE. ALL REPAIRS SHALL BE MADE TO MEET THE SAME FINISH AND STRENGTH REQUIREMENTS AS THE EXISTING CONCRETE.
2. ALL DAMAGED AND WEAR SURFACES SHALL BE DEMOLISHED TO A MINIMUM OF 3" BELOW THE FINISH SURFACE OF THE EXISTING CONCRETE. ALL REPAIRS SHALL BE MADE TO MEET THE SAME FINISH AND STRENGTH REQUIREMENTS AS THE EXISTING CONCRETE.
3. CONCRETE SHALL BE REMOVED FROM THE CUT AND THE REPAIRS SHALL BE MADE TO MEET THE SAME FINISH AND STRENGTH REQUIREMENTS AS THE EXISTING CONCRETE.

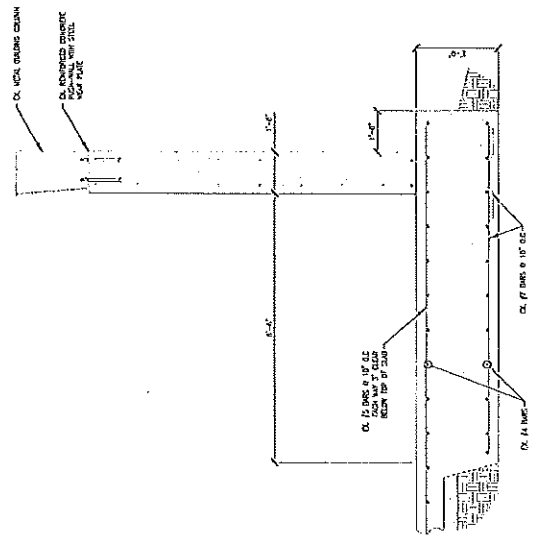


**GENERAL PARTIAL-DEPTH SLAB REPLACEMENT NOTES:**

1. MAKE A RECTANGULAR PERIMETER 3 INCHES BEYOND THE EXISTING DAMAGED CONCRETE, AVOID IRREGULAR-SHAPED CORNERS AT ALL REPAIR LOCATIONS.
2. SAW CONCRETE TO DETERMINE EXISTING REINFORCEMENT COVER. PROVIDE A 3/4" TO 1-1/4" DEEP SAW-CUT ALONG THE MARKED LINE TO PROVIDE A FAULT LINE FOR DEMOLITION.
3. AFTER SAWING, THE SURFACE OF THE EXISTING CONCRETE SHALL BE CLEANED AND COMPRESSED AS NECESSARY TO PROVIDE A SOUND SURFACE FOR THE REPAIR.
4. IF STEEL REINFORCEMENT IS ENCOUNTERED, EXTEND THE CONCRETE REMOVAL DEPTH TO A MINIMUM OF 3/4" BEYOND THE STEEL REINFORCEMENT.
5. CLEAN ALL EXISTING REINFORCEMENT BARS WITH A WIRE BRUSH. REMOVE ALL RUST AND SCALE. APPLY CORROSION RESISTANT REPAIR COATING TO CLEAN REINFORCING BAR SURFACE.
6. THE SURFACE OF THE REPAIR AREA MUST BE IRREGULAR AND CLEAN TO PROVIDE A GOOD BOND BETWEEN THE REPAIR MATERIAL AND EXISTING CONCRETE. DRY SWEPTING, LIGHT SAND BLASTING, AND COMPRESSED AIR BLOWING ARE NORMALLY SUFFICIENT FOR CLEANING AND ADEQUATELY CLEAN SURFACE. IF A FINER RUBBED ALONG THE PREPARED SURFACE PRIOR TO ANY LARGE MATERIAL (GROUT, SLURRY, ETC.), THE SURFACE SHOULD BE CLEANED AGAIN.
7. USE SHIMAZUNE AGENT AND HIGH-STRENGTH CONCRETE REPAIR.
8. USE SHIMAZUNE AGENT AND HIGH-STRENGTH CONCRETE REPAIR PER THE BONDING AGENT MANUFACTURER'S SPECIFICATIONS TO RECEIVE THE BONDING AGENT AND HIGH-STRENGTH CONCRETE REPAIR.
9. INSTALL HIGH-STRENGTH CONCRETE REPAIR MATERIAL.
10. VIBRATE AND CONSOLIDATE CONCRETE REPAIR MATERIAL.
11. SCREED & FINISH CONCRETE REPAIR MATERIAL.
12. CURE WITH WHITE-PIGMENTED CURING COMPOUND.

**PARTIAL-DEPTH SLAB REPAIR DETAIL**

2 TYPICAL SECTION AT EXISTING PUSH-WALL



## Transfer Station Repairs

johnleak@leakandassociates.com <johnleak@leakandassociates.com>

Fri 6/23/2023 10:27 AM

To: John Sell <jsell@whitecounty.net>; 'Lance Wilkes' <ljwt@wilkeseng.com>

 3 attachments (4 MB)

Tipping Floor Case Study.pdf; Referances.pdf; IMG\_1674.JPG;

### [ EXTERNAL SENDER - PROCEED CAUTIOUSLY ]

John and Lance,

I wanted to give you an update to our thoughts after discussions with our engineer.

Looking at the depth of the concrete depressions closest to the pit and noticing on the drawings that the retaining wall is reinforced by being tied back into the existing floor, We think it is necessary to put down a structural slab in this area (no demo of existing) to address the cantilever edge repairs with our Metal Plated Cantilever Edge. Pictures show the metal train rails once in place where set on top of the existing reinforcement and we have concerns that reinforcement is no longer in place.

We also think raising the elevation and sloping the floor back to the front of the building is warranted to help with drainage of leachate, we will accomplish this by using flowable fill to raise floor elevation from our new structural slab at the pit to the drains in the front of the building. I discussed with Lance our concept of area drains that would help with the maintenance of the existing drains ( attached are some pictures).

After installation of the structural slab, MAE, and flowable fill we will put down our tipping floor overlay. Attached are references our past projects we have done. We think closer time to address the floor and cantilever edge will run around a week.

We believe a rough budget number for this proposal would range close to \$380,000. If this number is within your budget and you feel confident in our proposal, we would like to come back and perform a more in depth survey to make sure we get elevations and quantities or concrete correct. At that point we could hand it a hard proposal for the items above

Thank You

John R Leak, President  
Leak and Associates, Inc.  
P O Box 3039  
Monroe, NC 28111  
[JohnLeak@leakandassociates.com](mailto:JohnLeak@leakandassociates.com)  
Office: 704-291-2259  
Mobile: 704-254-6949  
Fax: 704-289-2912

## Appendix C

### CONTRACT FOR TRANSFER STATION FLOOR REPAIR

STATE OF GEORGIA  
WHITE COUNTY

THIS AGREEMENT, made and entered into this 9 day of August, 2023, by and between WHITE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the White County Board of Commissioners (hereinafter referred to as the "COUNTY") and Impact Concrete LLC (hereinafter referred to as the "CONTRACTOR").

#### WITNESSETH:

WHEREAS, the CONTRACTOR has submitted to the COUNTY a description of the services it is willing to undertake in the performance of certain professional services; and

WHEREAS, the proposal submitted (as attached) by the CONTRACTOR has been approved and accepted by the COUNTY; and

WHEREAS, the parties hereto desire to reduce the terms of this AGREEMENT to writing;

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

#### 1. Character of the Work:

The CONTRACTOR agrees to perform TRANSFER STATION FLOOR REPAIR, in a manner satisfactory to the COUNTY, set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

#### 2. Compensation:

The COUNTY agrees to pay the CONTRACTOR for services rendered under this agreement in accordance with the bid price set forth in Appendix "D". CONTRACTOR shall submit invoices at the completion of the project, and payment shall be due within ten (10) days of receipt of the invoice by the COUNTY. All payments shall be mailed to the CONTRACTOR, unless prior arrangements to pick up the payment have been made.

#### 3. Term of Agreement:

The term of this Agreement shall be for a period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

#### 4. Termination:

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the CONTRACTOR. Notwithstanding, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by the virtue of any

breach of this Agreement, and the COUNTY may withhold payment to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY from such breach can be determined.

**5. Indemnification:**

The CONTRACTOR shall hold harmless and indemnify the COUNTY and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the CONTRACTOR'S performance of this Agreement.

**6. Proof of Insurance:**

The CONTRACTOR shall maintain insurance in the types and amounts stated below during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the COUNTY prior to commencing performance under this Agreement.

*Insurance- Contractor shall maintain at a minimum the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and with an endorsement naming White County as an additional insured; and (iii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman's Compensation and Employer's Liability in limits of liability as provided by statutes of the State of Georgia.*

**7. Assignability/Transferability:**

The CONTRACTOR shall not assign or transfer any interest in this AGREEMENT without the written consent of the COUNTY.

**8. Entire Agreement; Amendments:**

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

**9. Notices**

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

**If to the COUNTY:**

White County Board of Commissioners  
Attn: Shanda Murphy, County Clerk  
1235 Helen Hwy  
Cleveland, GA 30528

**If to the CONTRACTOR:**

IMPACT Concrete LLC  
Attn: DAVID MASTERS  
4526 Big Rock Ridge Tr  
Gainesville GA 30504

If sent via regular U.S. mail, such written notice shall be deemed to have been "received" three business days after it is deposited in the mail with a proper address and with adequate postage affixed.



**10. No Waiver:**

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party's right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

**11. Immunity:**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

**12. Legal Construction; Severability:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this agreement as of the first date above written.

COUNTY:

CONTRACTOR:

BY: \_\_\_\_\_

BY: IMPACT CONCRETE LLC  
David Masters

TITLE: \_\_\_\_\_

TITLE: member

ATTEST: \_\_\_\_\_

ATTEST: David Masters

DATE: \_\_\_\_\_

DATE: 8-9-23

BASE BID FORM SCHEDULE  
TIPPING FLOOR REPAIR PROJECT

Appendix E  
Hard Rock Concrete, LLC

Item No.	Description	Unit	Est. No. of Units	Bid Unit Price	Bid Price
01000	General Requirements				
01000.01	Mobilization	LS	1	6,474 Dollars and Cents SIX THOUSAND FOUR HUNDRED SEVENTY FOUR	\$6,474. <sup>00</sup>
02000	Demolition				
02000.01	Full Depth Saw Cut at repair boundary	LF	143	17 Dollars and Cents SEVENTEEN (Unit Price in Words)	\$2,431. <sup>00</sup>
02000.02	Full-Depth Repair Concrete Demolition	SY	206	89 Dollars and Cents EIGHTY NINE (Unit Price in Words)	\$18,334. <sup>00</sup>
02000.03	Partial-Depth Repair Concrete Demolition	SY	23	240 Dollars and Cents Two Hundred forty (Unit Price in Words)	\$5,520. <sup>00</sup>
02000.04	Waste Materials & Debris Haul-Off Site Disposal	CY	50	101.50 Dollars and Cents ONE HUNDRED ONE + 5%/1.00 (Unit Price in Words)	\$5,075. <sup>00</sup>

BASE BID FORM SCHEDULE  
TIPPING FLOOR REPAIR PROJECT

Item No.	Description	Unit	Est. No. of Units	Bid Unit Price	Bid Price
03000	Concrete				
03000.01	Full-Depth Repair Concrete * NOTE BELOW	CY	48	2,138 Dollars and Cents TWO THOUSAND ONE HUNDRED (Unit Price in Words) THIRTY EIGHT	\$102,624. <sup>00</sup>
03000.02	Partial-Depth Repair Concrete	SY	23	885 Dollars and Cents EIGHT HUNDRED EIGHTY FIVE (Unit Price in Words)	\$20,355. <sup>00</sup>
03000.03	Control Joint Saw Cut	LF	134	12 Dollars and Cents TWELVE (Unit Price in Words)	\$1,608. <sup>00</sup>
04000	Steel				
04000.01	Channel, Angle & Plate Steel Framing	LBS	2090	10 Dollars and Cents TEN (Unit Price in Words)	\$20,900. <sup>00</sup>
TOTAL BASE BID FOR TIPPING FLOOR REPAIR PROJECT					
				\$183,321. <sup>00</sup>	
ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED TWENTY ONE <sup>00</sup> / <sub>100</sub>					
(Price in Words) Note: Amounts shall be shown in words and figures; the amount written in words shall take precedence.					

Pricing Submitted By (Company Name): HARD ROCK CONCRETE, LLC

Name and Title of Person Authorized to Sign:

Print Name and Title: KEVIN BUTCHER / MANAGING MEMBER Signature: Kevin Butcher

White County Board of Commissioners

\* NOTE : THE CONCRETE INCLUDED IN THIS PROPOSAL IS DESIGNATED AS 5000 PSI, HIGH EARLY. THIS MIX ACHIEVES 5000 PSI IN 24HR. THE BREAK HISTORY INDICATES WELL OVER 6000 PSI IN 28 DAYS. THIS MIX TO BE POURED AT 7" +/- 1.



211-A Camden Industrial Pkwy.  
Conyers, Georgia 30012  
(o) 770.278.0013  
(f) 678.609.1417

Project Info: **White County Transfer Station  
Cleveland, GA**

Provided to: **White County  
Misti Byrd / John Sell**

Date: **5-25-23**

*We appreciate the opportunity to provide the following information for your review.  
Please contact Ken Butcher (770-560-8440) or Blake Butcher with any questions or clarifications.*

**Partial list of similar projects completed in the past:**

**Construction of new facilities – ground up**

- Lawrenceville Transfer Station – Waste Management
- Forest Park Transfer Station – Waste Management
- Orlando Transfer Station – Waste Management
- Roswell Transfer Station – City of Roswell
- Solidification Facility Pine Ridge landfill – Republic Services
- Solidification Facility Morgan County AL – CBP
- Leachate Containment facility Richland Co, SC – CBP
- Leachate Containment facility OakGrove landfill – Republic Services

**Major Renovations – buildings, tipping floor & pushwall repairs**

- Knoxville Transfer Station
- Woodstock Transfer Station
- Mobile Transfer Station
- Alpharetta Transfer Station
- Hall County Transfer Station
- Plant Atkinson Transfer Station
- BJ's Landfill / Transfer Station
- Lithonia Transfer Station

**Banking Info:** United Community Bank – Bernard Stanford – 770.785.4007

**Insurance / Bonding Info:** Yates Insurance – Michael Dawson – 404.486.2279

**References:**

Waste Management: Charles Johnson – 252.617.7924 / Brian Dolihite – 850.259.4156  
Cooper Barnett Page (CBP): Bruce Page – 770.560.8036 / Chandler Vismor – 706.247.2027  
Parrish Construction: Cliff Parham – 478.235.9377

Appendix E

BASE BID FORM SCHEDULE  
TIPPING FLOOR REPAIR PROJECT

Item No.	Description	Unit	Est. No. of Units	Bid Unit Price	Bid Price
<b>01000</b>	<b>General Requirements</b>				
01000.01	Mobilization	LS	1	<u>MIC</u> Dollars and Cents <u>LOCAL</u> (Unit Price in Words)	
<b>02000</b>	<b>Demolition</b>				
02000.01	Full Depth Saw Cut at repair boundary	LF	143	<u>1000.00</u> Dollars and Cents <u>ONE thousand dollars</u> (Unit Price in Words)	
02000.02	Full-Depth Repair Concrete Demolition	SY	206	<u>14000.00</u> Dollars and Cents <u>fourteen thousand dollars</u> (Unit Price in Words)	
02000.03	Partial-Depth Repair Concrete Demolition	SY	23	<u>1000.00</u> Dollars and Cents <u>ONE thousand dollars</u> (Unit Price in Words)	
02000.04	Waste Materials & Debris Haul-Off Site Disposal	CY	50	<u>included in above</u> Dollars and Cents (Unit Price in Words)	

BASE BID FORM SCHEDULE  
TIPPING FLOOR REPAIR PROJECT

Item No.	Description	Unit	Est. No. of Units	Bid Unit Price	Bid Price
03000	Concrete				
03000.01	Full-Depth Repair Concrete	CY	48	45700. <sup>00</sup> Dollars and Cents Forty Five thousand seven hundred (Unit Price in Words)	
03000.02	Partial-Depth Repair Concrete	SY	23	3702. <sup>00</sup> Dollars and Cents Three thousand seven hundred two (Unit Price in Words)	
03000.03	Control Joint Saw Cut	LF	134	100. <sup>00</sup> Dollars and Cents (Unit Price in Words)	
04000	Steel				
04000.01	Channel, Angle & Plate Steel Framing	LBS	2090	9500. <sup>00</sup> Dollars and Cents Nine thousand five hundred (Unit Price in Words)	
TOTAL BASE BID FOR TIPPING FLOOR REPAIR PROJECT					

\$74902.<sup>00</sup>  
seventy four thousand nine hundred two dollars  
(Price in Words) Note: Amounts shall be shown in words and figures; the amount written in words shall take precedence.

Pricing Submitted By (Company Name): IMPACT CONCRETE LLC

Name and Title of Person Authorized to Sign:

Print Name and Title: DAVID MASTERS Signature: David Masters

Appendix E

BASE BID FORM SCHEDULE  
TIPPING FLOOR REPAIR PROJECT

Item No.	Description	Unit	Est. No. of Units	Bid Unit Price	Bid Price
<b>01000</b>	<b>General Requirements</b>				
01000.01	Mobilization	LS	1	Dollars and Cents (Unit Price in Words)	
<b>02000</b>	<b>Demolition</b>				
02000.01	Full Depth Saw Cut at repair boundary	LF	143	Dollars and Cents (Unit Price in Words)	
02000.02	Full-Depth Repair Concrete Demolition	SY	206	Dollars and Cents (Unit Price in Words)	
02000.03	Partial-Depth Repair Concrete Demolition	SY	23	Dollars and Cents (Unit Price in Words)	
02000.04	Waste Materials & Debris Haul-Off Site Disposal	CY	50	Dollars and Cents (Unit Price in Words)	

BASE BID FORM SCHEDULE  
TIPPING FLOOR REPAIR PROJECT

Item No.	Description	Unit	Est. No. of Units	Bid Unit Price	Bid Price
03000	Concrete				
03000.01	Full-Depth Repair Concrete	CY	48	Dollars and Cents (Unit Price in Words)	
03000.02	Partial-Depth Repair Concrete	SY	23	Dollars and Cents (Unit Price in Words)	
03000.03	Control Joint Saw Cut	LF	134	Dollars and Cents (Unit Price in Words)	
04000	Steel				
04000.01	Channel, Angle & Plate Steel Framing	LBS	2090	Dollars and Cents (Unit Price in Words)	
TOTAL BASE BID FOR TIPPING FLOOR REPAIR PROJECT					
\$ _____					

(Price in Words) Note: Amounts shall be shown in words and figures; the amount written in words shall take precedence.

Pricing Submitted By (Company Name): \_\_\_\_\_

Name and Title of Person Authorized to Sign: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Signature: \_\_\_\_\_





# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** Enotah Judicial Circuit ARPA Grant Application

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Grant App / Acceptance

**Submitted By:** Billy Pittard

**Attachments:** Yes  **If yes, please list each file name below:**

1. Enotah Circuit ARPA Grant Application Overview
2. \_\_\_\_\_
3. \_\_\_\_\_

---

**Purpose:**

To consider approval of a grant application for the Enotah Judicial Circuit - ARPA funds

**Background / Summary:**

- The Enotah Judicial Circuit has an opportunity to apply for grant funds through the American Rescue Plan Act (ARPA) that addresses backlog court cases with priority given to serious violent felonies.
- Eligible categories are personnel, audio-visual upgrades for courtroom technology and contracted administrative services.
- If awarded, White County will be serving as fiscal agent for the calendar year 2024 grant.
- This is a reimbursement grant. Each Circuit county will be responsible for its county's expenses and then will be reimbursed.
- Funds are eligible for spending January 1, 2024 through December 31, 2024
- Application window is August 28, 2023 through September 15, 2023.

**Department Recommendation:**

Staff recommends approval of the grant application.

**Options:**

- Approve grant application
- Deny grant application

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

- Recommend approval of the grant application

## **Enotah Judicial Circuit ARPA Fund Application overview:**

**Purpose/objective:** to prepare a grant application for Calendar Year 2024 ARPA funds made available from the Governor's Office of Planning and Budget through the Judicial Council's ARPA committee in such a manner that maximizes use to the counties and stakeholders in the Enotah Judicial Circuit. More specifically, to request ARPA funds in the following categories: Personnel, audio-visual upgrades for courtroom technology, and contractual administrative services such as: juror and court reporter expenses, indirect cost recovery to White County for serving as the fiscal agent. Each category will be explained in sections 1-3 below. The funds become eligible for spending January 1, 2024 through December 31, 2024.

**Background:** this is a reimbursement grant, whereby the fiscal agent county pays expenses and seeks reimbursement on a monthly basis. These funds are available to the judiciary, prosecutors, and court related agencies for the purpose of addressing backlogs of court cases with a priority given to serious violent felonies. The Governor's office awarded \$96,000 for distribution through this program. \$54,992,894.00 of that has been allocated, and of that amount, approximately \$25,000,000 has been requested in reimbursements. This grant opportunity through the state has been extended through 2026 consistent with the availability of the funds from the federal government. The existing award for CY23 is \$1,999,622. For CY24, we would prepare an amendment to the existing grant to: increase the requested amount for personnel positions to more accurately capture the cost of benefits and move unused expenses into the audio-visual category for upgrades to courtroom A/V/Technology.

### Requests:

#### **(1) Personnel Expenses: total \$573,520**

3 assistant district attorney positions through the SPCR (state paid county reimbursed) program with the Prosecuting Attorney's Council of Georgia

- each at a salary of \$54,000 + \$34,560 (64% of cost of salary) benefits = \$88,560
- total: \$265,680

1 Investigator position with the district attorney's office

- salary of \$39,000 + \$24,960 (64% of cost of salary) benefits = \$63,960

1 clerk's office position for Lumpkin County Clerk of Court

- salary of \$42,000 plus \$26,880 (64% of cost of salary) benefits = \$68,880
- assists with jury summons, court appearances, and tasks related to additional court hearings and trials

Senior Judge Funding

- \$175,000 provides for funding in an amount for senior judge assistance and associated travel.

- this item goes through the State for payment and reimbursement; the county does not pay this expense up front and seek reimbursement as with the remainder of the personnel positions; that is because we already have a procedure for payment of senior judges.

**(2) Contractual/administrative costs: Total \$270,000**

Court reporters

- \$100,000 for payment of contract court reporters who assist with additional trials and hearing dates associated with the Sr. Judge.

Juror Costs

- \$100,000 for payment of jurors for extra trial weeks added to the calendar due to assistance of senior judge.

Indirect Cost Recovery to Fiscal Agent

- \$40,000 to White county for serving as the fiscal agent.
- Figure based upon an estimate of 33.33% of Jodi's time spent on gathering the necessary documentation, inputting payroll for the personnel, processing/paying invoices, and all the tasks associated with administration of the grant + \$8,000 for single audit.

Equipment

- \$10,000 for computers, printers, and other equipment for the additional staff

Supplies and Materials

- \$20,000 for unanticipated costs associated with the A/V project (examples: replacement parts due to inventory issues, any local maintenance costs associated with moving a power source)

**(3) Audio Visual Courtroom Projects: estimated at 1,452,000 total cost**

- Two components: (1) courtroom A/V improvements through S&L and (2) backup court reporting storage through VIQ (sold by S&L).
- S&L integrated has a State of Georgia contract.
- Reasons to undertake the project:
  - The pandemic unexpectedly ushered in a revolution in the way court proceedings are conducted; some hearings moved to an entirely virtual platform on a temporary basis and, more significantly, transformed nearly every hearing into a potentially "hybrid" format. Even those proceedings again conducted "in-person" now often include witnesses and testimony via remote video technology. These changes have necessitated an overhaul of the audio-visual technology in the courtrooms.
  - Replacement of technology provides transparency, access to the public, and consistency across the circuit

- For example, wireless evidence presentation (included in the proposal) allows a pro se party to display evidence from their cell phone, without the necessity of expensive equipment and/or cables.
    - DA, PD, and local attorneys use the same equipment throughout the circuit
  - Promotes efficiency in trials and hearings.
    - Technology use saves time in presenting evidence; not required to pass printed out versions of pictures and documents around for reviews.
  - Promotes fairness in decisions.
  - Allows witnesses who may not be able to travel to the court to testify in proceedings the ability to testify remotely which allows for the court to make more fully informed decisions.
  - Savings
    - Department of Corrections has limited inmate transport and upgraded A/V equipment allows DOC inmates to meaningfully participate in court virtually, which results in savings, both dollars and time for sheriff's offices. Also reduces risks of transporting inmates long distances.
    - Virtual participation in court can save parties (including DA, PD) from costs associated with out of town witnesses.
    - VIQ/NetScribe – where permissible by rule, records court in lieu of presence of court reporter. Then can either send to court reporter for transcription when necessary or have NetScribe do the transcription.
- Improvements in the following spaces:
  - Lumpkin County – Courtrooms 1 & 2, jury assembly, grand jury, magistrate courtroom.
  - Union County – Courtrooms A & B, jury assembly, grand jury room
  - White County – large courtroom, smaller courtroom
  - Towns not eligible under existing A/V guidelines; subject to available funding, to submit future application (CY25).
  - Includes: evidence presentation system (document camera, adapter for HDMI, USB-C and other commonly used cables, annotation, wireless presentation, videoconferencing capabilities, monitors for viewing evidence), assisted listening devices for hearing impaired individuals in each courtroom, backup storage and recording devices (also allows juvenile court to record audio and video and send for transcription), speakers, microphones (where necessary; able to repurpose some existing equipment).
  - Recording system for each courtroom which provides required backup for proceedings. Necessary in superior court as there's a shortage of court reporters; reporters are constantly changing jobs, and the Courts need access to the recordings of their proceedings. Juvenile and Magistrate court are permitted to record proceedings electronically.

- Installation: Administrative Office of the Courts' Information Technology Division will check the final installation and provide on-site supervision during the installation process (along with local IT if desired).
- Training for each county's users included in the cost of the project
- Lifespan of equipment varies; ongoing maintenance is on an as needed basis.
  - Warranties on the individual components range from 3-5 years for larger items; some of the smaller equipment (cables, etc) have a 1 year warranty.
  - Per courtroom cost has the following built into it: 5 years of full client care (remote and on-site report, including labor and replacement of any parts)
  - 50% deposit required at beginning of project to order the equipment.
- **As presented, no costs to the Circuit/counties for 5 years. Future costs:**
  - At the expiration of 5 years, County/Circuit to decide whether to extend the service agreements with S&L & VIQ.
  - S&L: 2 options
    - (1) remote-only support \$1,200/yr per courtroom; county would be billed for on site service. Service rate is \$125/hr, travel is \$65/hr. Two service calls per year breaks even with full client care.
    - (2)full client care \$3,500/year per courtroom - no additional expenses for maintenance/labor/part replacement. Provides fixed costs to know that everything is covered without receiving
  - VIQ – ~~unrecorded~~ review court audio and video recordings locally. Waiting for their continuing support costs.
  - NetScribe – transcription service through VIQ. 2 options:
    - (1) \$2,400/year per courtroom + .25c per minute of transcription - A full day (eight hour) hearing transcription would cost \$120.
    - (2) \$6,000/year per courtroom for unlimited transcript preparation.
    - Cost of salary of court reporter for juvenile court vs. yearly NetScribe subscription (\$26,400 + cost of occasional transcript OR \$66,000 for unlimited transcript preparation).
  - The service agreements can be re-evaluated on a yearly basis.
  - See attached chart outlining different scenarios.

Necessary Steps:

- IGA agreement addendum /MOU
  - Each county to pay White County for their respective portions of the A/V project
  - Counties to equally share in cost of single audit if not reimbursed by the grant
- Application window opens 8/28 and closes 9/15. Grace, Judge Parks, and Jodi to work together to prepare application. Judge Parks signs off on the application.
- Towns County CY25 application; estimates similar to White County - one large courtroom and one smaller hearing room.

**Total to request across all categories: \$2,295,520**  
**\*Existing award is \$1,999,662; increase of \$295,858.**

## **Future Costs** \*\*after 5 years \*\*

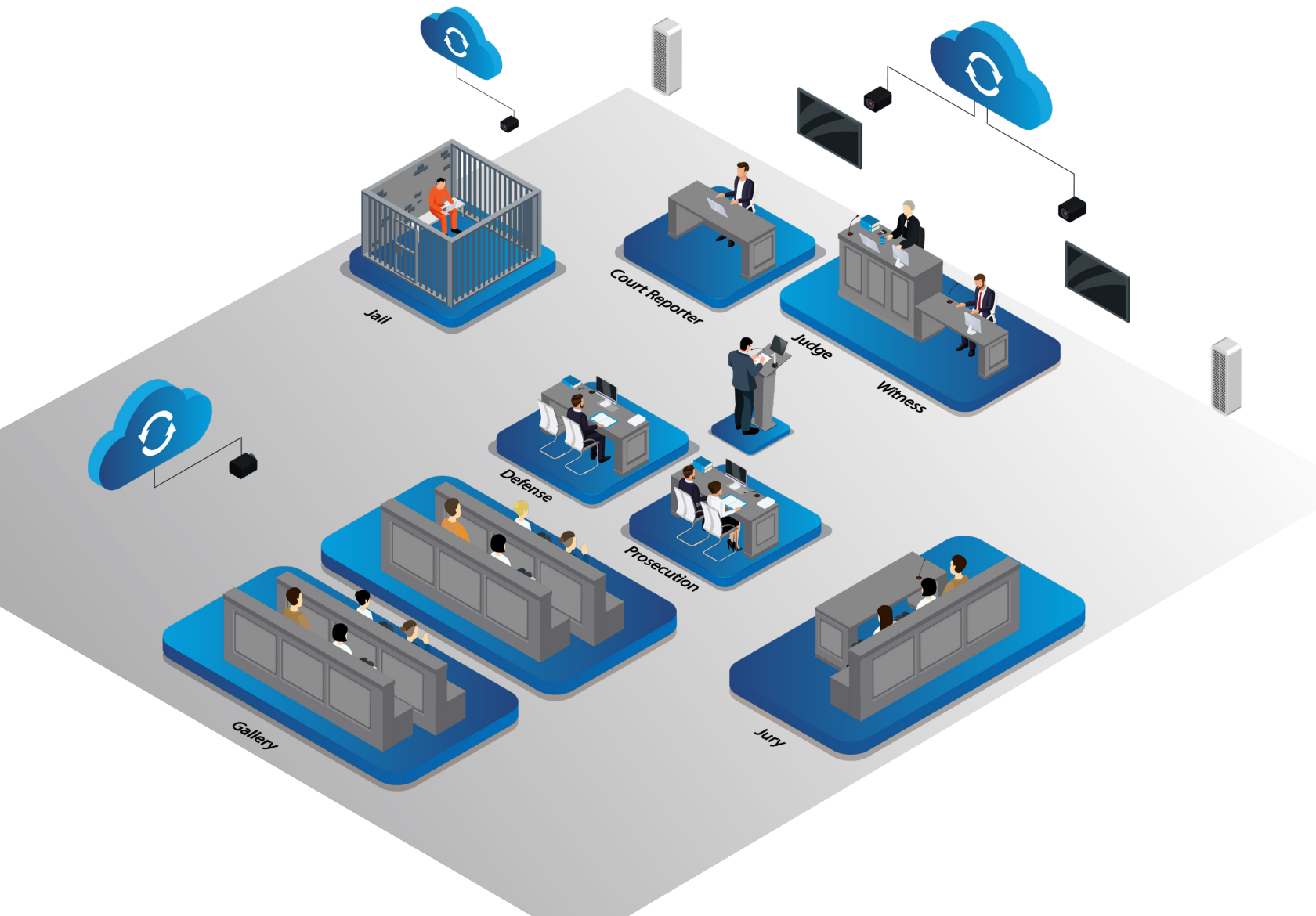
<b>S&amp;L Maintenance</b>	remote only (1,200)	full client care (3,500)
Lumpkin	6,000	17,500
Union	4,800	14,000
White	2,400	7,000
total	13,200	38,500

<b>Netscribe (transcript)</b>	2,400 year/cr (+ 25cents/min)	unlimited transcription 6,000/cr
Lumpkin	12,000	30,000
Union	9,600	24,000
White	4,800	12,000
total	26,400	66,000

\*waiting for VIQ maintenance cost estimate\*

## Control Your Courtroom

Understanding the demands of controlling the courtroom environment is key to developing practical and effective control, presentation, communication, and recording systems. Control your courtroom with S&L's courtroom package, which is complete with all the AV technology you need. System includes: touch screen room control, multi-channel court reporter audio, video evidence presentation, live evidence judge preview, sound masking, live streaming, video conferencing, speakers, microphones, annotation, assistive listening, and remote support.

**Atlanta Office**

3355 Lenox Road Suite 750  
Atlanta, GA 30326  
p: 678.944.8866

**Corporate Office**

7 Midway Road  
Thomasville, GA 31757  
p: 229.378.8866  
f: 229.233.8262

**Nashville Office**

110 Winners Circle N. Suite 103  
Brentwood, TN 37027  
p: 615.257.8866



## Courtroom Package System Features

### Touch Screen Room Control

Simple user-interface for controlling all the technology in the courtroom

### Court Reporting

Audio recording that is safely stored for future listening and captures tone and inflection

### Evidence Presentation and Annotation

Evidence preview from multiple sources. Touch panels at witness and evidence locations allows for annotations on documents

### Video Conferencing

Multi-camera video conferencing with a USB connection, speakers, and a mic to a PC

### Live Streaming

Gallery view of courtroom with audio to any streaming platform. Meets Open Court requirements

### Assistive Listening

Assistive listening for hearing impaired in compliance with the Americans with Disabilities Act

### Press Feeds

Analog audio wall plate connection for direct feed to press

### System Microphones, Speakers, and Displays

Designed to fit the courtroom for clear communication and presentation



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### Nashville Office

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Brentwood, TN 37027  
p: 615.257.8866

## Control your courtroom.

Understanding the demands of controlling the courtroom environment is key to developing practical and effective presentation, communication, and recording systems. The ability to manage multiple media sources from a simple touch screen is imperative for judges and court reporters.

### Solutions

- ▶ Touch Screen Control
- ▶ Live Streaming
- ▶ Digital Recording
- ▶ Video Conferencing
- ▶ Wireless Presentation
- ▶ Audio Systems
- ▶ Remote Interview Rooms
- ▶ Hearing Impaired Systems
- ▶ Lighting Control
- ▶ Acoustical Sound Treatment
- ▶ Digital Signage
- ▶ Networking
- ▶ Remote Support
- ▶ Training

### Courtroom Clients

- |                         |                   |
|-------------------------|-------------------|
| Athens-Clarke County    | Hall County       |
| Bartow County           | Jefferson County  |
| Brooks County           | Johnson County    |
| Candler County          | Laurens County    |
| Chatham County          | Lowndes County    |
| Clinch County           | Macon-Bibb County |
| Columbus Superior Court | Polk County       |
| Crisp County            | Thomas County     |
| Dawson County           | Toombs County     |
| Douglas County          | Truetlen County   |
| Emanuel County          | Twiggs County     |
| Gordon County           | Washington County |
| Gwinnett County         |                   |



#### Atlanta Office

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## Courtroom Touch Control System Features

### Touch Screen Control

Adjust volume of each microphone, mute all microphones, or add white noise while continuing to capture and record.

### Courtroom Video Conferencing

Multi-camera video conferencing controlled from the touch display.

### Multi-Source Evidence Presentation

Evidence preview from multiple sources including a document camera, plaintiff's/defendant's computer.

### Remote Support

Remote tech support via a LAN connection and remote diagnosis for issues or problems, reducing down time and the need for IT support.

### Live Streaming

Provide a gallery view of the courtroom with audio to any streaming platform. Meets Open Court requirements.



## EASY, ONE-BUTTON STREAMING



### Atlanta Office

3355 Lenox Road Suite 750  
Atlanta, GA 30326  
p: 678.944.8866

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## ARPA Audio-Visual Equipment Modernization Policy

On December 8, 2022, the ARPA Committee approved audio-visual equipment modernization in existing courtrooms as an eligible expenditure, subject to the following rules and procedures:

(a) Definitions:

(1) “Audio-visual equipment modernization” means the purchase and installation of fixed and movable equipment necessary to address audio-visual controls, video presentation, audio, video streaming, and video conferencing, including any of the following:

- (i) Control panels to control an audio-visual system, commonly installed at a judge’s bench and/or clerk’s desk;
- (ii) Displays for evidence presentation, control monitoring, and public access in a designated viewing area;
- (iii) Speakers mounted on desks, ceilings, walls, or other locations;
- (iv) Fixed and wireless microphones;
- (v) Fixed video cameras;
- (vi) An evidence presentation cart or station with document cameras and technology inputs;
- (vii) A court reporter interface to connect to courtroom audio and/or video;
- (viii) Assistive listening and assistive display devices;
- (ix) Related peripheral items, such as hardware mounts, power supplies, and networking hardware;
- (x) Design, engineering, and installation;
- (xi) Troubleshooting services for a fixed period after installation; and
- (xii) Other audio-visual equipment modernization costs approved by OPB and the Committee.

(2) “Existing courtroom” means a room that is:

- (i) Fully constructed and in use prior to the date of the award;
- (ii) Permanently dedicated to the primary purpose of conducting court proceedings; and
- (iii) Not a room or facility only temporarily used to conduct court proceedings.

(b) Audio-visual equipment modernization in **an existing courtroom** is an ARPA-eligible expenditure, on the condition that all the following documentation is submitted to the Committee for approval:

- (1) An ARPA Grant Application, as provided at <https://jcaoc.georgiacourts.gov/arpa/>;
- (2) A detailed justification letter stating that audio-visual equipment modernization expenditures are a necessary component of a response to court case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies;
- (3) A detailed summary of the project, including a complete project timeline;
- (4) A detailed proposal from a vendor, including an estimate of the cost of the project and all equipment to be installed; and
- (5) A revised Budget Form adding “Audio-visual equipment modernization” and the amount requested for such expenditures under the “ARPA-Eligible Administrative Expenses” category.

(c) Requests for proposals from vendors for audio-visual equipment modernization shall be subject to local competitive bidding requirements and procedures regarding the purchase of equipment, supplies, services, or other items with public funds.

(d) Per federal regulations and OPB requirements, audio-visual equipment modernization costs must be necessary, reasonable, and proportional to the objectively demonstrated need to

## **ARPA Audio-Visual Equipment Modernization Policy**

respond to case backlogs caused by the pandemic, with a primary focus on cases involving serious violent felonies. To determine the reasonableness of audio-visual modernization costs, consideration must be given to market prices for comparable goods or services for the geographic area where the courtroom is located, as provided in 2 CFR § 200.404 (c).

(e) The following expenditures remain prohibited:

(1) Permanent adaptations to existing facilities unrelated to audio-visual equipment modernization; and

(2) Construction of a new courtroom or new court facility, including the cost of audio-visual equipment for a new courtroom or new facility.

(f) ARPA grant recipients will be reimbursed for audio-visual equipment modernization costs as eligible expenditures are incurred and reported with adequate documentation to AOC. **No advances or retroactive payments are authorized.**

(g) Applicants may be reimbursed for costs incurred on an audio-visual equipment modernization project that is currently in progress if the entire audio-visual equipment modernization project is approved by the Committee, as provided in (b), subject to the following:

(1) Reimbursement for an in-progress audio-visual equipment modernization project shall be limited to costs incurred on or after the date of award; and

(2) Audio-visual equipment modernization costs incurred prior to the date of award shall not be reimbursed.

(h) ARPA funds **are subject to recoupment** if used for impermissible purposes, as provided in 31 CFR § 35.10.

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**Date:** August 23, 2023

**Agenda Item :** Enotah Circuit – CY24 ARPA Application

**Facts & Historical  
Information:**

The Enotah Judicial Circuit was formed in 1992 and is comprised of Lumpkin, White, Towns, and Union Counties. Meetings were held on July 17, 2023 and August 10, 2023 to discuss the Circuit’s ARPA application. The Circuit members heard from Chief Superior Court Judge Joy Parks, District Attorney Jeff Langley, and District Court Administrator Grace McGowan regarding the CY24 ARPA application.

The ARPA application for CY24 opens on August 28, 2023 and closes September 15, 2023. The ARPA grant is to assist with the backlog of cases caused by the pandemic, with a priority given to clearing the backlog of serious violent felony cases. The Circuit intends to apply for funding for a number of personnel positions and to modernize the audio-visual equipment in the courtrooms. There is no county match required for this grant.

The audio-visual equipment will be upgraded in the following spaces at the White County Courthouse : Courtrooms 1 & 2 (primarily used by superior court and magistrate court). Each courtroom will receive: new microphones, evidence presentation system (wired and wireless), camera(s), annotation system, screens for viewing evidence, video/audio conferencing capabilities, and a recording backup system.

S&L Integrated, a vendor with State of Georgia contract will perform the upgrades; the White County portion of the project is estimated at the cost of \$ 399,329.

**Budget Impact:**

There will be no budget impact. This grant has no local match requirement. This is a reimbursement grant. White County will contribute its portion to White County (serving as fiscal agent for the grant) and will be reimbursed. All maintenance and repairs included for five years.



# WHITE COUNTY

## *Board of Commissioners*

### Agenda Request Form

**Item Title:** No expense IGA - BOC and School System

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Contract / IGA

**Submitted By:** David Murphy

**Attachments:** Yes  **If yes, please list each file name below:**

1. IGA Document
2. \_\_\_\_\_
3. \_\_\_\_\_

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**Purpose:**

Designates with cooperation with BOE an area at the central office for a secondary/back-up EOC and 911 Center.

**Background / Summary:**

- Emergency Management and 911 services require an area for overflow work in case of a major event.
- Emergency Management and 911 services require an area to provide services in the event the Mauney Building is damaged or incapacitated for use.

**Department Recommendation:**

BOC enter an agreement with the BOE to utilize space at the existing central office as indicated in the IGA attached.

**Options:**

-

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

- No expense required, recommend approval



**Intergovernmental Agreement**

**Between the Parties of**

**White County Board of Education / White County School District**

**and**

**White County Government / White County Emergency Management Agency**

Whereas, the White County School District and the White County Emergency Management Agency partner for mitigation, preparation, protection, response and recovery from All Hazards both natural and man-made that may affect White County citizens and visitors; and

Whereas, both parties play distinct and vital roles in the safety of our schools, staff and student population; and

Whereas, White County Emergency Management Agency is the lead agency for communications and coordination of resources during an event; and must maintain the Emergency Operations Center (EOC) and Multi-Agency Coordination Center (MACC) for White County jurisdictions; and

Whereas, the EOC is located at the Government Complex on Helen Hwy and is vulnerable to the identified hazards; and

Whereas, it is required to have a back-up operations area for these functions; and

Whereas, the BOE has such facilities located at their Central Office on Old Blairsville Road.

Now, therefore both parties agree to allow for and utilize the Central Office Facility for such emergency operations as needed in coordination with the Superintendent of Schools.

This agreement is effective upon signature and terminates with 30-day notice by either party.

Signed this \_\_\_\_ day of, \_\_\_\_\_, 2023

**White County Board of Education**

**White County Government**

\_\_\_\_\_  
Missy Jarrard, Board Chair  
White County Board of Education

\_\_\_\_\_  
Travis Turner, Chairman  
White County Board of Commissioners

**White County School District**

**White County Emergency Management Agency**

\_\_\_\_\_  
Laurie Burkett, Superintendent  
White County School District

\_\_\_\_\_  
David L. Murphy, Jr, Director  
White County Emergency Management



# WHITE COUNTY

## *Board of Commissioners*

### Agenda Request Form

**Item Title:** Training Area - Designation

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Other

**Submitted By:** David Murphy

**Attachments:** Yes  **If yes, please list each file name below:**

1. Training Area Description
2. Powerpoint Presentation
3. \_\_\_\_\_

---

**Purpose:**

To designate a training area for public safety including fire, EMA and LE.

**Background / Summary:**

- Public Safety has been using the area for wilderness search and rescue training.
- LE has should the old office area in the past for training.
- ISO credit is needed for a designated training area.
- Training ground has been prepared and prep by Public Works.

**Department Recommendation:**

BOC officially designate the area for public safety training as outlined in the presentation. Public Safety office will keep a calendar of use available for view so conflicts do not arise between agencies.

**Options:**

- Do not accept the grant.
-

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

-



# Public Safety Training Area

It is the intent of the Board of Commissioners to establish a designated training area for Public Safety Agencies -- Fire, EMA and Law Enforcement, to promote the importance of and encourage the continuation of a well-trained employees or volunteers to provide public safety services.

The training area must meet the following qualifications:

- ✓ A parcel of land which is owned by the county.
- ✓ An official designation of the property being a designated training area.
- ✓ Built on an all-weather service according to NFPA standards.
- ✓ Must not be accessible to the public 24/7, 365 days of the year.
- ✓ The parcel must be a minimum of 2 acres in size.



# Public Safety Training Area

## Figure 1

### ISO Credited Training

- Facilities and use (35 pts)
- Company Training (25 pts)
- Officer Training (12 pts)
- Driver/Operator (5 pts)
- New Driver/Operator (5 pts)
- HazMat (1 pt)
- Recruit (5 pts)
- Pre-Fire Inspections (12pts)

### ISO Credited Training

- Live fire training structure including smoke room (17 pts)
- Drill tower at least 3 stories in height 32' min (10 pts)
- **Training area at least 2.0 acres in size (8 pts)**
- Full credit given for 18 hours per member per year
- All three facility pieces DO NOT have to be at the same location



# Public Safety Training Area

## Figure 1 (continued)

### Creditable Drill Field

- A parcel of land which is owned by either the city, county or fire protection district
- Must have a signed agreement that this is used as a Public Safety Training Facility
- Can be shared by other fire department and public safety entities (law enforcement)
- Built of a hard surface that can sustain the apparatus and use of apparatus
- Does not have to be fenced in
- Must NOT be publicly accessible 24/7, 365 days a year
- A parcel that is a minimum of 2 acres in size
- Two separate parcels which are each 1 acre can receive full credit as 2 acres
- No single parcel can be less than 1 acre



# Public Safety Training Area

## Figure 1 (continued)

### Creditable ISO Company Training

Credited ISO company training is structure fire training only.

**16 hours a month per member for full credit.**

- Computer related courses
- Virtual classes
- Company meetings to discuss operations of fire scene
- Company meetings to discuss set up and ops
- Company meetings to discuss high hazard locations
- Company meetings to discuss on operations of apparatus and equip.

# Public Safety Training Area

## Figure 2



Overview





# Public Safety Training Area

## Figure 3





# WHITE COUNTY OFFICE *of* PUBLIC SAFETY

## Public Safety Training Area

It is the intent of the Board of Commissioners to establish a designated training area for Public Safety Agencies -- Fire, EMA and Law Enforcement, to promote the importance of and encourage the continuation of a well-trained employees or volunteers to provide public safety services.

The training area must meet the following qualifications:

- ✓ A parcel of land which is owned by the county.
- ✓ An official designation of the property being a designated training area.
- ✓ Built on an all-weather service according to NFPA standards.
- ✓ Must not be accessible to the public 24/7, 365 days of the year.
- ✓ The parcel must be a minimum of 2 acres in size.

This training area is located at the end of Yonah Preserve Drive (OTP Drive) and includes a drill field and structural training simulator (using the old office area below DTF Offices).

The structural training simulator can also be used for Law Enforcement training such as crime scenes, search & seizure and clearing buildings.

The designation will benefit our training needs until such time the training center can be completed on Mauney Road opposite of DTF Offices.

*See Figure 1, ISO Credited Training.*

*See Figure 2, This area equals 2.925 acres and will provide additional ISO credits for fire services.*

---

## ISO Credited Training

## FIGURE 1

- Facilities and use (35 pts)
- Company Training (25 pts)
- Officer Training (12 pts)
- Driver/Operator (5 pts)
- New Driver/Operator (5 pts)
- HazMat (1 pt)
- Recruit (5 pts)
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## ISO Credited Training

- Live fire training structure including smoke room (17 pts)
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## Creditable Drill Field

- A parcel of land which is owned by either the city, county or fire protection district
- Must have a signed agreement that this is used as a Public Safety Training Facility
- Can be shared by other fire department and public safety entities (law enforcement)
- Built of a hard surface that can sustain the apparatus and use of apparatus
- Does not have to be fenced in
- Must NOT be publicly accessible 24/7, 365 days a year
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- Two separate parcels which are each 1 acre can receive full credit as 2 acres
- No single parcel can be less than 1 acre

---

## Creditable Facility Training

## FIGURE 1 (cont.)

- All drills conducted at the facility that are structure related
- All drills that utilize the use of credited ISO tools on the apparatus
- Classroom training time at the Facility is NOT considered credible facility training.

## Burn Building

- Reference NFPA 1402

## Creditable ISO Company Training

Credited ISO company training is structure fire training only.  
**16 hours a month per member for full credit.**

- Computer related courses
- Virtual classes
- Company meetings to discuss operations of fire scene
- Company meetings to discuss set up and ops
- Company meetings to discuss high hazard locations
- Company meetings to discuss on operations of apparatus and equip.

## NOT Creditable ISO Company Training

- Dailey job functions
- Dailey apparatus checks
- Dailey SCBA checks
- Working a fire scene during a structure fire call
- Hose testing
- Pre incident planning
- EMS
- Active Shooter Drills

FIGURE 2



**FIGURE 3**





# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** Backup replacement to Rubrik

**For Meeting Date:** 7/31/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Other

**Submitted By:** Joel Witcher

**Attachments:** Yes  **If yes, please list each file name below:**

1. White County Government 07.07.2023 Rubrik Hardware and Software Solutions
2. White County - Finance - 8.2.2023
3. \_\_\_\_\_

---

### **Purpose:**

Our Current backup system is Sufficient, but as an IT dept we are always looking for ways we can improve. I've been looking into the Company for a few Months and it offers better insights and features into our backups and will save the county money in the process. Our Backup budget is currently at \$30,380 for this year. This would not only give us more benefits but save the county money as well.

### **Background / Summary:**

- More Features, America Based Support, Money Saved
- Live Mount Technology
- Advanced Ransom Ware technology
- Per file Visibility with regards to Ransomware
- Renention Lock
- CJIS Certification
- 

### **Department Recommendation:**

The IT department recommends we go with this solution.

### **Options:**

- There are 2 Options to Pay for this:
- This is a 3 year Contract
- Pay Upfront - (see Attachment 1)

- Finance over 3 years ( See Attachment 2)
- Option 1 ( Pay at once) would save the County over \$30,000 over 3 years.
- Option 2 (Finance) would save the County over \$25,868 over 3 years
  
- 

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- The current backup system is a budgeted expense in the FY2024. Either option will be a savings to the general fund budget.

**County Manager Comments:**

- Recommend approval of this contract to be paid over three years.



**SureLock Technology**  
 297 Industrial Park Dr NE, Suite A  
 Lawrenceville, Georgia 30046  
 United States  
<https://surelocktechnology.com/>  
 (P) 678-712-5346

**Quotation (Open)**  
 Quote #: 223 1 rev of 1  
 Modified Date: Jul 07, 2023 06:32 PM GMT  
 Expiration Date: 08/06/2023  
 Description: Rubrik Hardware and Software Solutions



**Bill To**  
 White County Government  
 Witcher, Joel  
 1235 Helen Hwy  
 Cleveland, GA 30528  
 United States  
 (P) 7062197877  
 jwitcher@whitecounty.net

**Ship To**  
 White County Government  
 Witcher, Joel  
 1235 Helen Hwy  
 Cleveland, GA 30528  
 United States  
 (P) 7062197877  
 jwitcher@whitecounty.net

**Sales Associates**  
 Preparer: Romero, Samuel  
 E-mail: sromero@surelocktechnology.com  
 Phone: 6787125346 ext. 113  
 Account Manager: Horst, Matt  
 E-mail: mhorst@surelocktechnology.com

#	Description	Part #	Qty	Unit Price	Total
<b>Software</b>					
1	COMPLETE ED 30TB USABLE /U /USABLE BETB BASIC SUP PREPAY Note: Associated HW: RHA-6404S-01; 36 month support term billed upfront	RS-BT-CE30-BS-PP	30	\$1,030.00	\$30,900.00
2	SUP FOR R6000S TIER 2 HW PR 00S TIER 2 HW PREPAY BASIC SUP Note: Associated HW: RHA-6404S-01; 36 month support term billed upfront	RS-HW-SVC-BS-S2	1	\$7,150.00	\$7,150.00
3	PROFESSIONAL SERVICES REMOTE INSTALL & CONFIG FOR UP TO 8 BRIKS	RA-PS-INST-RMOT	1	\$5,000.00	\$5,000.00
<b>Hardware</b>					
4	\$15 DIRECT SHIP FEE WAIVED TO PARTER	MC000H-R	1	\$0.00	\$0.00
5	R6404S APPLIANCE 48TB 64GB SFP+ SMC	RHA-6404S-01	1	\$16,959.00	\$16,959.00
6	FIBER OPTIC OM3 LC CALBE 3M 4PK SMC	RCA-F3M-CBL-01	2	\$63.00	\$126.00
7	SM 10G/1G DUAL RATE SFP+ TRANSCEIVER 4 PACK	RCA-SFP-TSR-01	2	\$392.00	\$784.00

**Subtotal: \$60,919.00**  
 Tax (.0000%): \$0.00  
 Shipping: \$0.00  
 Misc: \$0.00  
**Total: \$60,919.00**

**Disclaimer:** SureLock Technology resells products from numerous manufactures. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain products or services subject to such incentives. No representation or warranty to the contrary is made. SureLock Technology passed through to the buyer the terms and conditions of the original equipment manufacturers product, software licenses and warranties. Any exceptions must be negotiated directly with the original equipment manufacturer.



**Confidential  
Loan Proposal**



PREPARED FOR:  
White County Georgia

Quote Number: Surelock Quote 223  
Date: August 1, 2023  
Valid Until: September 1, 2023

Total Equipment Amount: \$60,919.00

Equipment: Rubrik

Payment Due Date	Amount
9/1/2023	\$32,210.00
9/1/2024	\$16,531.94
9/1/2025	\$16,531.94

This is quoted with a \$1 Buyout - Take title to the equipment or exercise the option to purchase the equipment at end of term for one dollar.

Thank you for the opportunity to present this lease financing proposal for your review. We look forward to discussing your unique situation further. Please do not hesitate to call us at the contact information below with any questions.

EQUIPMENT SUPPLIED BY:  
Surelock Technology

EQUIPMENT LEASED BY:  
TEQlease Education Finance  
David Spahr  
dspahr@teqlease.com  
(844) 222-1006  
23801 Calabasas Road, Suite 101  
Calabasas, CA 91302

APPROVED:  
White County Georgia

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Pricing Notes and Conditions:**

Payments, rates, terms, and conditions contained in this non-binding proposal are offered for informational purposes only and are subject to change without notice and shall not be construed as an offer to extend credit or enter into any lease or financing transaction. Applications for credit or lease financing shall be subject to our independent credit review, and shall be reviewed and/or approved subject to such terms and conditions as we may require in our sole discretion. All quotes are exclusive of any applicable taxes unless otherwise indicated. This proposal is subject to the execution within 30 days of mutually acceptable documentation, the terms and conditions of which shall be controlling.



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:**

R/W Vegetation Management Contract Award

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Contract / IGA

**Submitted By:** Derick Canupp

**Attachments:** Yes  **If yes, please list each file name below:**

1. Contract
2. Bid Tabulation
3. Selected Roads

---

**Purpose:**

The purpose of this agenda item is to seek approval to award an on-call R/W vegetation control contract to ChemPro Services.

**Background / Summary:**

- With available resources, R/W mowing is an all year process. Most counties and DOT's have incorporated a suppression program that is more cost efficient, and longer lasting, than mowing.
- On average, to mow 1 mile of road, only one pass wide, costs approximately \$386 (Centerline Mile). The finished results do not last but a few weeks before it needs mowed again.
- Applying grass suppression for the same area of mowing is \$98.75 per mile, which is approximately 75% less cost than mowing. The results can last for two to three months.
- Applications will occur twice per year by staff that are licensed by the GA Dept. of Agriculture
- The annual cost for this service is \$6,320 per year and is a budgeted expenses in FY 2024
- This is an on-call contract which can be stopped at any time.

**Department Recommendation:**

Staff recommend approving contract with ChemPro Services.

**Options:**

- Approve contract
- Do not approve

- Commission defined alternative

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- This is a budgeted expense in the FY2024 budget.

**County Manager Comments:**

- Recommend the approval of the contract . Should review the results and public feedback before committing to a long term commitment.

Bid Tabulation

Project No.: R/W Vegetation Control 2024 (311)

Bid Opening: Friday, August 18, 2023 at 10:00 AM EST

Project Description: Grass Suppression on Various County Roads

**Chrmpro Services, Inc.**

Item	Description	Units (Centerline)	Quantity	Unit Price	Amount
1	Cycle 1 Pre-emergent Application	Mile	32	\$ 98.75	\$ 3,160.00
2	Cycle 2 Post-emergent Application	Mile	32	\$ 98.75	\$ 3,160.00
Total Base Bid					\$ 6,320.00

**American Eagle, LLC**

Item	Description	Units (Centerline)	Quantity	Unit Price	Amount
1	Cycle 1 Pre-emergent Application	Mile	32	\$ 105.00	\$ 3,360.00
2	Cycle 2 Post-emergent Application	Mile	32	\$ 115.00	\$ 3,680.00
Total Base Bid					\$ 7,040.00

**Edko, LLC**

Item	Description	Units (Centerline)	Quantity	Unit Price	Amount
1	Cycle 1 Pre-emergent Application	Mile	32	\$ 166.00	\$ 5,312.00
2	Cycle 2 Post-emergent Application	Mile	32	\$ 162.00	\$ 5,184.00
Total Base Bid					\$ 10,496.00

**Opterra Solutions**

Item	Description	Units (Centerline)	Quantity	Unit Price	Amount
1	Cycle 1 Pre-emergent Application	Mile	32	\$ 184.37	\$ 5,899.84
2	Cycle 2 Post-emergent Application	Mile	32	\$ 184.37	\$ 5,899.84
Total Base Bid					\$ 11,799.68

**Deangelo Contracting Services**

Item	Description	Units (Centerline)	Quantity	Unit Price	Amount
1	Cycle 1 Pre-emergent Application	Mile	32	\$ 236.84	\$ 7,578.88
2	Cycle 2 Post-emergent Application	Mile	32	\$ 162.00	\$ 5,184.00
Total Base Bid					\$ 12,762.88

ORIGINAL

# ChemPro

SERVICES

VEGETATION MANAGEMENT

**PROPOSAL FOR:**  
**White County, GA**  
**R/W Vegetation Control**  
**Due: August 18 by 10a**

ChemPro Services, Inc.  
2953 Bienville Blvd  
Ocean Springs, MS 39564  
sales@chemproservices.com

Sales: 877.221.9130  
[www.chemproservices.com](http://www.chemproservices.com)

Tax ID: 20-1716061

Submitted by: M. Schuhmann  
662-425-3130



Gulf Breeze, FL • Ocean Springs, MS • Daphne, AL • LaVergne, TN • Cabot, AR • Macon, GA

## The ChemPro Advantage:

By selecting ChemPro Services as your Vegetation Management Contractor, our customers will enjoy a multi-dimensional advantage with our service offering. The tenets of these advantages include:

**Company Qualifications:** ChemPro Services has been managing vegetation in the Southeast for over twelve years. Our experience and operational knowledge have placed ChemPro Services at the top of our industry. Partnering with our company will build confidence, cultivate high standards, and produce quality results. We use a highly skilled workforce to deliver this tenet. Our reputation and ability qualify ChemPro for this partnership.

**Safety:** Safety is our highest priority. We understand that we are a working partner, and that many others are affected by our actions. We focus on Loss Prevention Self Assessments as a counter measure to unsafe environments. By asking *what can happen? How will this affect my peers? What can I do now to mitigate these risks?* We aim to prevent risks before they occur. In order to combat complacency, we hold regular safety meetings and discuss our efforts. Safety is the tenet that builds trust in our partnerships, by working and adopting safe work practices alongside our peers.

**Environmental Respect:** ChemPro Services shares the mindset of *RESPONSIBILITY* in regard to our environment. As Vegetation Managers, we always choose the least invasive methods when evaluating vegetation control issues. Many members of our team serve on committees and associations in our peer group, so that we are current on the issues of our times. By hiring ChemPro Services, you will stay informed of industry news and ahead of environmental issues.

**Quality Equipment and Reliability:** Our mainstay, in practice and in principal, is “to have the right tool for the job”. With this belief in mind, we are proud of the equipment and infrastructure that we supply our work groups. We believe in quality, reliable equipment. We believe that having properly maintained equipment and a clean workspace is the cornerstone to a safe working environment. We impress upon our team the phrase: “there is always time to do it the right way”. We commit to giving our Customer the best team with the best equipment, so they can do the best work.

**Advanced Knowledge of Modern Technology:** Most companies use modern technology when economically available or fully adopted by their industry. ChemPro Services, as a practice, uses the newest available technologies. These vary from new chemical molecules; GPS guided spray equipment, flow controlling computers, accounting software, various mapping technologies, and communication / file sharing applications.

**ChemPro Value & Correlation to Safety:** The descriptions below describe how ChemPro Services plans to effectively manage the vegetation on Your ROW. Working with ChemPro Services has other benefits that cannot be measured in nominal figures. These are safety benefits. Having a quality contractor like ChemPro Services, *Customers* will enjoy additional value that will be unlocked by our high-caliber tenets of operation.

***ChemPro uses chemistry and experience to do a safer, better job.***

## Key Management and Technical Staff:

Our Operational Workgroups, Sales Team, and Management staff is composed of well - educated, degreed professionals. Over 75% of our company has a Bachelor's or advanced degree in many pertinent fields of study from the region's best and most decorated universities. With backgrounds in Agronomy, Horticulture, Herbicide Technology, Agriculture Information Sciences, Wildlife Management, and Environmental Science, you can anticipate a passion for our craft.

### Aaron Hayek - President & Founder

Past President - TN Vegetation Management Association  
Past President - MS-EPPC (MS Exotic Plant Council); PEP - Partners for Environmental Progress; 2004 - Present  
Board of Directors - TN Vegetation Management Association  
MS, AL, GA, FL, & TN Vegetation Management Association - Member  
25 years industrial, aquatic, invasive, right of way, utility herbicide application/management experience

### Adam Morgan - Vice President - Sales, Business Development Manager

B.S. Horticulture - Mississippi State University  
President: Executive Board of Directors - TVMA  
12+ years corporate vegetation management experience  
*Licensed Landscape Horticulturist, Mississippi Bureau of Plant Industry*  
*ISA Certified Arborist #FL-9174-A*  
*Licensed for Pesticide Applications: MS, LA, TN, KY, AL, VA, AR, OH, MO, OK*

### Jeff Mooneyham - Vice President - Operations

20+ years' industrial, invasive, right of way, & utility herbicide application/management experience  
*Licensed for Pesticide Applications: MS, KY, IL, GA, TN, TX, WV, FL, IN, SC, OH, AL, AR*  
*Certified Instructor, OSHA and CPR*

### Noah Hayek - Regional Operations Manager

B.S. Business Administration - Troy University  
6+ years' invasive and industrial herbicide application experience  
*Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, MS, TN*

### Brandon Kidd - Major Projects

B.S. Agricultural Science - Mississippi State University  
15 Years' experience in Herbicide applications and Major Project Management  
Executive Board Member 2015-2016, MVMA *Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, TN, KY, TX*

### Michael Schuhmann - Turf grass Management

B.S. Science & Agronomy - Mississippi State University  
18 Years' experience in Turf grass & Herbicide applications  
9 Years' MDOT Roadside Development Manager Executive Board MVMA

### Joseph Threet - Business Development

B.S. Agricultural Science - Mississippi State University  
12 years' agricultural herbicide technology experience  
*Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, MS, TN, KY, NC, TX, OK, WV, IN, IL, MO, KS*

### Jamie Rauch - Sales Manager

B.S. Human Resource Management - Faulkner University  
9+ years Bidding, Contract Management, Sales Administration, and Public Relations/Communication

### Traci Migliorisi - Corporate Finance Administrator

Accounting/Finance Business Management  
10+ years Accounting and Finance Management, Accounts Receivable/Payable

***ChemPro uses chemistry and experience to do a safer, better job.***





# Georgia Department of Agriculture

Gary W. Black, Commissioner

19 Martin Luther King Jr. Drive, SW • Atlanta, Georgia 30334-4201  
Agricultural Inputs • Pesticide Section • Phone: (404)656-4958 • Fax: (404) 657-8378

ChemPro Services Inc.  
2953 Bienville Hwy #132  
Ocean Springs, MS 39564

The enclosed Georgia Contractors License is valid through 12/31/2023.

We have updated our website. Visit [www.kellysolutions.com/GA/Contractors](http://www.kellysolutions.com/GA/Contractors) to take a look at the new layout. There are a number of useful tools to help you manage your license, including being able to update your user information online. You can renew your license by making a secure payment by credit card, and you can find applicator recertification courses. If you have questions, check out the FAQs section. We hope you enjoy these new user-friendly features.

If you have questions or concerns regarding your Contractor License, please contact: Georgia Department of Agriculture - Pesticide Section, (404) 656-4958.

(Fold or cut on line to display)

Georgia Department of Agriculture  
Gary W. Black, Commissioner  
Pesticide Division  
19 M.L.K. Jr. Drive, SW, Room 410  
Atlanta, GA 30334  
Tele: (404) 656-4958 Fax: (404) 657-8378  
[agr.georgia.gov/pesticides.aspx](http://agr.georgia.gov/pesticides.aspx)

## PESTICIDE CONTRACTOR LICENSE

Expiration Date:  
12/31/2023

License Number:  
16149

ChemPro Services Inc.  
2953 Bienville Hwy #132  
Ocean Springs MS 39564

Categories:  
24; 26; 27;



This License Must Be Posted At All Times In A Prominent Location.



**Pesticide Applicator License**



Georgia Department of Agriculture  
19 Martin Luther King, Jr. Dr., S.W.  
Atlanta, Georgia 30334

Pesticide Applicator Licensing & Certification  
Tel: (404) 656-4958 FAX: (404) 657-8378  
agr.georgia.gov/pesticides.aspx

This is to attest that Michael A Schuhmann  
is certified as a Commercial Applicator  
in the following categories:

24, 26, 27

Certification Date: 2/28/2019  
License Expiration Date: 2/28/2024  
License Number: 13341



**PESTICIDE APPLICATOR LICENSE**

Georgia Department of Agriculture, Commissioner Tyler Harper



Georgia Department of Agriculture  
19 MLK Jr. Dr., SW  
Atlanta, GA 30334

Pesticide Applicator  
Licensing & Certification  
(404) 656-4958  
agr.georgia.gov/pesticides.aspx

This is to attest that Jeff H Mooneyham  
is certified as a Commercial Applicator  
in the following categories:

27

Certification Date: 1/19/2023  
License Expiration Date: 1/19/2028  
License Number: 16452



**Pesticide Applicator License**



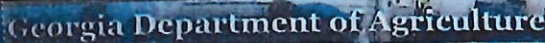
Georgia Department of Agriculture  
19 Martin Luther King, Jr. Dr., S.W.  
Atlanta, Georgia 30334

Pesticide Applicator Licensing & Certification  
Tel: (404) 656-4958  
agr.georgia.gov/pesticides.aspx

This is to attest that Brandon W Kidd  
is certified as a Commercial Applicator  
in the following categories:

27

Certification Date: 1/20/2021  
License Expiration Date: 1/20/2026  
License Number: 10753



Commissioner Gary W. Black

**Pesticide Applicator License**



Georgia Department of Agriculture  
19 Martin Luther King, Jr. Dr., S.W.  
Atlanta, Georgia 30334

Pesticide Applicator Licensing & Certification  
Tel: (404) 656-4958 FAX: (404) 657-8378  
agr.georgia.gov/pesticides.aspx

This is to attest that Louis Rene Galatas, IV  
is certified as a Commercial Applicator  
in the following categories:

26, 27

Certification Date: 1/24/2019  
License Expiration Date: 1/24/2024  
License Number: 13243

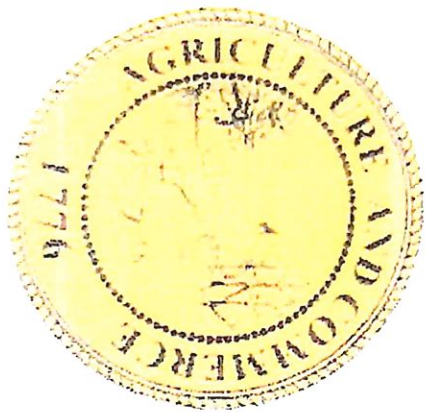




# Georgia Department of Agriculture

Commissioner Gary W. Black

## Pesticide Applicator License



Georgia Department of Agriculture  
19 Martin Luther King, Jr. Dr., S.W.  
Atlanta, Georgia 30334

Pesticide Applicator Licensing & Certification  
Tele: (404) 656-4958 FAX: (404) 657-8378  
[agr.georgia.gov/pesticides.aspx](http://agr.georgia.gov/pesticides.aspx)

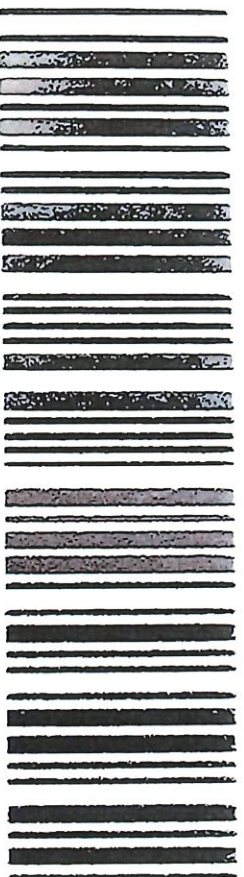
This is to attest that **Joseph A. Threet**  
is certified as a **Commercial Applicator**  
in the following categories:

**26, 27**

Certification Date: **6/6/2019**

License Expiration Date: **6/6/2024**

License Number: **13648**





## Qualifications and Experience

This letter shall serve as Certification that the ChemPro Services, Inc. or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years. In addition, ChemPro has been in business since 2004.

Regards,

A handwritten signature in blue ink, appearing to read "Aaron Hayek", with a long horizontal line extending to the right.

Aaron Hayek, President  
ChemPro Services, Inc.  
(877) 221-9130

*ChemPro uses chemistry and experience to do a safer, better job.*



3311 Gulf Breeze Pkwy. #350 Gulf Breeze, Florida 32563 • (850) 677-0278 • Fax (866) 485-8655

RE: ChemPro Services E-Verify Information

To whom it may concern,

All ChemPro Services employees are verified through the E-Verify program. ChemPro Services E-Verify number is 490057.

Please see the attached information for our company, provided by E-Verify.

Thank you,

A handwritten signature in blue ink that reads "Gavi Rauer". The signature is written in a cursive, flowing style.

ChemPro Services  
(850) 677-0278



Company ID Number: 490057

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Patriquin M Jerilyn

Telephone Number: (228) 447 - 4127

Fax Number: (866) 485 - 8655

E-mail Address: Jerilyn@chemproservices.com

Name: Aaron F Hayek

Telephone Number: (228) 447 - 4127

Fax Number:

E-mail Address: ahayek@chemproservices.com





Sample



# JOB SAFETY ANALYSIS

*A walk-through inspection for assessment of hazards will be performed at each job-site prior to commencement of work. This JSA is valid only for the work date and time specified. If terms noted change, work must be stopped and the JSA reassessed.*

Customer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Job Location: \_\_\_\_\_ Time: \_\_\_\_\_

Person Performing Assessment: \_\_\_\_\_ Position: \_\_\_\_\_

Crew Members Affected:

Name: \_\_\_\_\_ Has Proper PPE Y/N: \_\_\_\_\_

Name: \_\_\_\_\_ Has Proper PPE Y/N: \_\_\_\_\_

Name: \_\_\_\_\_ Has Proper PPE Y/N: \_\_\_\_\_

Name: \_\_\_\_\_ Has Proper PPE Y/N: \_\_\_\_\_

Work Task: \_\_\_\_\_

Work Area: \_\_\_\_\_

Equipment/Tools: \_\_\_\_\_

PPE Required: \_\_\_\_\_

Type of Hazard	Source of Hazard	Recommended Controls or PPE
<input type="checkbox"/> Environmental	_____	_____
<input type="checkbox"/> Wildlife	_____	_____
<input type="checkbox"/> Chemical	_____	_____
<input type="checkbox"/> Equipment/Tools	_____	_____
<input type="checkbox"/> Noise	_____	_____
<input type="checkbox"/> SSE/New Worker	_____	_____
<input type="checkbox"/> Slip-Trip-Fall	_____	_____
<input type="checkbox"/> Access	_____	_____
<input type="checkbox"/> Collision	_____	_____
<input type="checkbox"/> Water	_____	_____
<input type="checkbox"/> Other	_____	_____
<input type="checkbox"/> Other	_____	_____

Additional Safety Concerns: \_\_\_\_\_

Signature of Person Performing Assessment: \_\_\_\_\_

# ChemPro Fleet Assets Available

1/4/2021

ChemPro Unit Number	Year	Make/Model	Vehicle ID #
Truck GCB 1	2013	Ford 240 4WD	1FT7W2B63EEB28402
Truck GCB 2	2014	Ford 240 4WD	3C6UR5HJ5GG253328
Truck GCB 3	2014	Ford 240 4WD	1FT7W2B69EEB28400
Truck GCB 4	2015	Ford 240 4WD	3C6UR5HJ6KG666741
Truck GCB 5	2008	Ford 240 4WD	1FT7W2B69EEB28638
Truck 11	2004	Ford F550 RAILROAD SPRAY TRUCK	1FDAF56P44ED93736
Truck 15	2012	Ford F250	1FT7X2B69CEB13279
Truck 18	1996	Ford Cargo L-T CF700	1FDWH70C8TVA15306
Truck 20	2013	Ford F250	1FT7W2B69DEA35347
Truck 21	2013	Ford F250	1FT7W2B620EA35348
Truck 23	2013	Ford F250	1FT7W2B67DEA35346
Truck 25	2013	Dodge Ram Chassis 4500	3C7WRLEL1DG541504
Truck 27	2014	Ford F250	1FT7W2B69EEB28399
Truck 28	2014	Ford F250	1FT7W2B61EEB28400
Truck 30	2015	Ford F250	1FT7W2B63EEB28402
Truck 31	2016	Ford F250	1FT7W2B69EEB28399
Truck 32	2015	Dodge 2500	3C6UR5HJ3FG576906
Truck 33	2015	Dodge 5500	3C6UR5HJ5FG576907
Truck 34	2015	Dodge 2500	3C6UR5HJ7FG576908
Truck 35	2015	Dodge 4500	3C7WRMDL9FG567259
Truck 36	2015	Dodge Ram C45	3C7WRLEL9FG595040
Truck 37	2015	Dodge Ram 4500	3C7WRLEL0FG626238
Truck 38	2016	Dodge Ram 5500 2 wd	3C7WRMDL4GG205812
Truck 39	2016	Dodge Ram 2500	3C6UR5HJ5GG253326
Truck 40	2016	Dodge Ram 2500	3C6UR5HJ5GG253327
Truck 41	2016	Dodge Ram 2500	3C6UR5HJ5GG253328
Truck 42	2016	Dodge Ram 2500 4WD	3C6UR5HJOGG342496
Truck 43	2016	Dodge Ram 2500 4WD	3C6UR5HJ9GG342495
Truck 44	2017	Chevrolet Suburban C1500 LT	1GNSCHKC4HR125815
Truck 45	2017	Dodge Ram 2500 4WD	3C6UR5HJ3HG607574
Truck 46	2017	Dodge Ram 2500 4WD	3C6UR5HJ5FG576907
Truck 47	2017	Dodge Ram 2500 4WD	3C6UR5HJ5GG253328
Truck 48	2017	Dodge Ram 2500 4WD	3C6UR5HJ5HG607575
Truck 49	2017	Dodge Ram 4500 4WD	3C7WRMDL9HG625874
Truck 50	2017	Dodge Ram 4500 4WD	3C7WRLEL9HG626032
Truck 51	2018	Dodge Ram 2500 4WD	3C6UR5HJ1JG282901
Truck 52	2018	Dodge Ram 2500 4WD	3C6UR5HJ3JG282902
Truck 53	2018	Dodge Ram 2500 4WD	3C6UR5HJ7JG282904
Truck 55	2019	Dodge Ram 2500 4WD	3C6UR5HJ4JG388288
Truck 56	2019	Dodge Ram 5500 4WD	3C7WRMDLXJG338923

Truck 57	2019	Dodge Ram 2500 4WD	3C6UR5HJ8KG666739
Truck 58	2019	Dodge Ram 2500 4WD	3C6UR5HJ1JG282901
Truck 59	2019	Dodge Ram 4500	3C7WRLEL0FG626482
Truck 60	2019	Dodge Ram 2500 4WD	3C6UR5HJ8KG666742
Truck 61	2019	Dodge Ram 2500 4WD	3C6UR5HJ6KG666741
Truck 62	2019	Dodge Ram 2500 4WD	1C6SRFJT0LN117053
Truck 63	2019	Toyota Tundra	5TFHY5F1XKX861253
Truck 64	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388288
Truck 65	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388289
Truck 66	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388290
Truck 67	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388291
Truck 68	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253342
Truck 69	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253343
Truck 70	2021	Dodge Ram 4500	3C7WRLEL0FG627258
Truck 71	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253345
Truck 72	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253346
Truck 73	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253347
Trailer 02	2009	Utility Trailer	5JTAU16239A009132
Trailer 03	2010	Utility Trailer	5VTBU1624ARBB6862
Trailer 05	2011	enclosed Trailer	5UZBE1018BD017476
Trailer 06	2004	Utility Trailer 25ft Blue	4P7U825274F006457
Trailer 07	2012	Utility Trailer 16FT	4PCU2162401000023
Trailer 08	2013	Gator Trailer	4Z1HD1825DS001896
Trailer 09	2013	Gator Trailer	4Z1HD1820DS001451
Trailer 10	2013	Utility Trailer	4Z1HD1822DS002651
Trailer 11	2013	Black Utility Trailer 16 ft	4PCU21621L1000022
Trailer 12	2013	Utility Trailer	4PCU21G24L1000029
Trailer 13	2014	Gator Trailer	4Z1HD182XES007484
Trailer 14	2014	Gator Trailer	4Z1HD1825ES007487
Trailer 15	2014	Gator Trailer	4Z1HD1829ES008710
Trailer 16	2014	Texas Trailer 26ft	1B9G2LGE7EB624327
Trailer 17	2014	20K lb Trailer 25 ft	1B9H2NGT9EB624537
Trailer 18	2015	Gator Trailer	4Z1HD1824FS014206
Trailer 19	2015	Box Trailer	5HABE2023FN034232
Trailer 20	2016	Utility Trailer 18ft	4Z1HD1828GS022780
Trailer 21	2016	MM-2 Trailer	1V5BA2722G1136497
Trailer 22	2016	Utility Trailer	4Z1HD1823GS027322
Trailer 23	2017	Lark VT712TA	5RTBE1228HD058102
Trailer 24	2017	Lark VT712TA	5RTBE1221HD058247
Trailer 25	2018	Gatormade 16+2 14k equipment trailer	4Z1HD1820JS045350
Trailer 26	2018	Gatormade 16+2 14k equipment trailer	4Z1DH1822JS045351
Trailer 27	2018	25ft, Customer Built Trailer	1C9PF3022JS678068
ATV #06	2012	Kubota RTV w/ spray equipment	

ATV #11	2013	Kubota RTV w/ spray equipment	
ATV #12	2013	Kubota RTV w/ spray equipment	
ATV #16	2015	Kubota RTV w/ spray equipment	
ATV #19	2015	Kubota RTV w/ spray equipment	
ATV #20	2016	Kubota RTV w/ spray equipment	
ATV #23	2018	Kubota RTV w/ spray equipment	
ATV #24	2018	Kubota RTV w/ spray equipment	
ATV #25	2018	Kubota RTV w/ spray equipment	
ATV #26- Mini Truck	2018	Toyota Mini Truck Custom	
ATV #27	2020	Kubota RTV w/ spray equipment	
ATV #28	2020	Kubota RTV w/ spray equipment	
ATV #29	2020	Kubota RTV w/ spray equipment	
ATV #30	2020	Kubota RTV w/ spray equipment	
ATV #31	2020	Kubota RTV w/ spray equipment	
ATV #32	2020	Kubota RTV w/ spray equipment	
ATV #33	2020	Kubota RTV w/ spray equipment	
Tractor #GCB	2013	Kubota	60 hp
Tractor #01	2011	M9960 HD	100 hp
Tractor #02	2012	M9960 HD	100 hp
Tractor #03	2014	M9960 HD	100 hp
Tractor #04	2019	Kubota M7060HD	70 hp
Tractor #05	2019	Kubota M7060HD	70 hp
Tractor #06	2020	Kubota M5-111HD-1	110 hp
MarshMaster #1	2017	MM2 w/ cutter and spray tank	
MarshMaster #2	2021	MM2 w/ cutter and spray tank	

# REQUEST FOR BIDS

## R/W Vegetation Control

Issuing Agency	White County Board of Commissioners Road Department 675 Truelove Rd. Cleveland, GA 30528 Phone: (706) 865-2510
Issue Date	Thursday, August 03, 2023
Public Works Director	Derick Canupp
Bid Closing Time for RFI's	Monday, August 14, 2023 12:00 PM EST
BID Opening Date	Friday, August 18, 2023
BID Opening Time	10:00 AM EST
White Co. Project No:	R/W Vegetation Control 2024 (311)

## REQUEST FOR BIDS

The White County Board of Commissioners is requesting bids from qualified contractors licensed by the Georgia Department of Agriculture to provide herbicide spraying services on various roads throughout White County. The estimated quantity for grass suppression is 32 centerline miles of paved roads.

Bids will be received by the White County Board of Commissioners, 1235 Helen Hwy., Cleveland, Georgia 30528 until 10:00 AM local time on Friday, August 18, 2023. Late bids will not be considered or returned. Bids will be formally accepted at the White County Board of Commissioners Office by administrative staff, Monday through Friday, from 8:00am until 5:00pm, until the time of bid opening. No faxed or electronic bids will be accepted. Each bidder must submit their bid in a sealed envelope or box, and marked with the bidder's name and address labeled: **R/W Vegetation Control 2024 (311)** and addressed to:

White County Board of Commissioners  
Finance Department  
1235 Helen Hwy.  
Cleveland, GA 30528

The bid documents, specifications and contract are available for inspection at the White County Board of Commissioners Office, 1235 Helen Hwy., Cleveland, GA 30528; phone 706-865-2235 or fax 706-865-1324. Copies of the bid document can be obtained from White County Board of Commissioners by contacting the Finance Director, 706-865-2235 or from White County Road Dept. The bid document(s), RFI responses, and any addenda which may become necessary, may be downloaded from the White County website: [www.whitecounty.net](http://www.whitecounty.net) under the tab for "Bid Opportunities".

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA. White County reserves the right to reject any and all bids and to waive any technicalities.

**1.0 INTRODUCTION**

**1.1 PURPOSE OF PROCUREMENT**

The White County Board of Commissioners is requesting bids from qualified contractors to perform herbicide spraying services on 32 miles of county paved roads.

**1.2 Bid Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), White County certifies that the use of competitive sealed bidding will be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the bid procedure and in any bid or bids received and to accept the bid, which in the Owner’s sole judgment, is in the Owner’s best interests.

**1.3 SCHEDULE OF EVENTS**

This Request for Bids shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
August 03, 2023	Release of RFB
August 14, 2023, 12:00 pm	Deadline for written questions to be submitted to the Public Works Director
August 15, 2023, 12:00 pm	Answers to written questions posted to website: <a href="http://www.whitecounty.net">www.whitecounty.net</a>
August 18, 2023, 10:00 am	Bid opening at White Co. Board of Commissioners Office., 1235 Helen Hwy., Cleveland, GA 30528
TBD in September 2023	WCBOC meeting – award bid

**1.4 RESTRICTIONS ON COMMUNICATIONS**

From the issue date of this RFB until a contractor is selected and the award is announced, Contractors are not allowed to communicate for any reason with any County staff or elected officials except: 1) through the Public Works Director and Finance Director, or 2) at pre-construction meetings, or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

## 1.5 PRE-BID MEETING

No pre-bid meeting is scheduled

## 1.6 QUESTIONS & ADDENDA

All questions concerning this RFB **must be submitted in writing**, (email is preferred) to the Public Works Director no later than 12:00 pm on August 14, 2023, local time.

The Inquiries must be directed to:  
Derick Canupp, Public Works Director  
White County Board of Commissioners  
675 Truelove Rd.  
Cleveland, GA 30528  
dcanupp@whitecounty.net

No response to inquiries other than written will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Bids. Addenda, questions, and responses shall be posted to the county website, [www.whitecounty.net](http://www.whitecounty.net), no later than August 15, 2023 at 12:00 PM. A signed copy of any addenda shall accompany submitted Bids. Bidders are advised to check the website for addenda before submitting their Bids. Bids missing any signed addenda may be considered incomplete.



## 1.7 DEFINITION OF TERMS

**BOC** - White County Board of Commissioners

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Bidder** - Respondent to this Request for Bids

**Contractor** - The successful respondent to this Request for Bids, after being placed under contract with the County.

**RFB** - Request for Bids

**Contract Documents** – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to:

Appendix A: Bid Certification & W9

Appendix B: Proof of Workers' Comp and Liability Insurance

Appendix C-1 & C-2: E-Verify Forms

Appendix D: Bid Pricing

Appendix E: GDOT 2021 Standard Specification (may be viewed on-line @[www.dot.ga.gov](http://www.dot.ga.gov))

Appendix F: Drug-Free Workplace Affidavit

Appendix G: Drawings / Maps

Appendix H: Contract

**1.8 CONTRACT TERM**

The contract between the County and the Contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. The contract may be renewed for up to two consecutive years, providing County and Contractor mutually agree on scope and prices. White County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this RFB.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

White County reserves the right to terminate contract, with 30 days' written notice, for any violations in the terms of this agreement, rules, laws or unreconciled issues arising as a result of this agreement.

**1.9 BONDS**

Bid Bonds	N/A
Performance Bonds	N/A
Payment Bonds	N/A

**1.10 Exception to RFB**

Each BID shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFB. An "exception" is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFB. All exceptions taken must be identified and explained in writing in your bid and must specifically reference the relevant section(s) of this RFB. If the bidder provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the bidder's solution, must be explained in detail.

The County welcomes innovative suggestions and recommendations from Contractors that will ensure a 100% successful service approach.

## 2.0 SCOPE OF WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations to complete annual grass suppression on 32 centerline miles of paved roads.

### 2.1 General Specifications

- a) White County is requesting bids from contractors licensed by the Georgia Department of Agriculture to provide herbicide spraying services on various roads throughout White County. The estimated quantity for grass suppression is 32 centerline miles of paved roads. The spray width for paved roads will vary from 10-15 feet from the edge of pavement. The contractor will be required to verify actual coverage areas prior to beginning work. Herbicides and surfactant should be combined and applied simultaneously as recommended by the manufacturer. Price is to include all costs incurred.
- b) The intent of the suppression applications is to suppress seed head growth of grasses and eliminate undesirable weeds. A total kill is not acceptable. It is the desire of the County for this to be a no brownout program.
- c) Contractor will provide up to two (2) herbicide treatments per year. One Pre-emergent application and one post emergent application.
  - a. Cycle No. 1 (Pre-emergent Application)
  - b. Timing: November
  - c. Pre-emergent Application Rates:
    - i. Accord XRT, or equivalent: 10 oz. per acre
    - ii. Milestone VM, or equivalent: 3.5 oz. per acre
    - iii. Oust, or equivalent: 1.5 oz. per acre
- d) Cycle No. 2 (Post-emergent Application)
  - a. Timing: June
  - b. Post-emergent Application Rates:
    - i. Plateau, or equivalent: 5 oz. per acre
    - ii. Milestone VM, or equivalent: 1.3 oz. per acre
    - iii. Spot Application where directed: Outrider, or equivalent: 1.3 oz. per acre with Accord XRT, or equivalent at 8 oz. per acre.
- e) Contractor will ensure the handling and application of each herbicide is performed by a current Georgia Department of Agriculture Application licenses, categories 26 (Aquatic

Pest Control) and 27 (Right of Way Pest Control). Contractor must provide current copies of licenses for all employees who will work under the terms of this contract with bid proposal. A supervisor will always be required to be present when spraying is conducted. Contractor will provide the name and telephone numbers of all supervisors prior to starting work.

- f) Contractor will ensure that weather conditions are consistent for herbicide application as spraying during or immediately after a heavy rain fall or thunderstorm may weaken the overall effectiveness of the herbicide and cause unwanted runoff. If wind is greater than 10 MPH and/or rain is imminent, spraying must cease until weather conditions are more favorable.
- g) Contractor will not allow drift. Do not use application when winds in the area exceed manufacturer's recommendation and the spray pattern cannot be kept on target. The spraying of residential or commercial property is prohibited. Contractor will be responsible for damage to private property, or County excluded property, if herbicide spray should damage such areas.
- h) Before applying the herbicides and adjuvants to be used, Contractor shall read and adhere to manufacturers labels for additional information including: Safety Recommendations, Environmental Hazards, PPE, Equipment Calibration, First Aid, and Directions for Safe Use. Contractor will verify areas that do not require spraying such as areas of Right of Way that are commonly maintained by private property owners.
- i) Contractor must maintain a daily log sheet of acres sprayed, herbicide rates, roads sprayed, and water usage. All information must be submitted to the County with the invoice at completion.
- j) Contractor will provide their own traffic control and strictly adhere to the Manual on Uniform Traffic Control Devices (MUTCD), current edition. Special attention should be given to Section 6H-17. No separate payment will be made for traffic control as it is incidental to the work.
- k) Contractor will be responsible for any accidental chemical spill and will maintain a spill plan and the truck will have a spill plan clean up kit on board. In the event of a spill the contractor will notify all appropriate environmental agencies and will be responsible for all cost and clean up associated with the spill.
- l) Equipment will be washed and cleaned daily to avoid contamination of weeds and seeds and other vegetation in other routes. Cleaning of equipment on right of way is prohibited.
- m) Night work is not permitted.
- n) Contractor will follow all OSHA and Federal Highway Administration Safety Regulations.

- o) Contractor will comply with EPA and Georgia Department of Agriculture regulations.
- p) Contractor will be responsible for chemical handling, storage, and disposal.
- q) The project final completion date will be **365 consecutive calendar days from the Notice to Proceed date.**
- r) Expertise of Contractor: 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 professional skill and judgement to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this agreement. The Contractor agrees to use its best efforts, skill, judgement, and abilities to perform its obligations and to further the interests of the County and the Project in accordance with the County's requirements and procedures, and the Contractor shall employ only persons duly qualified in the appropriate areas of expertise to perform the Work described in this agreement.

## Summary of Quantities

Road No.	Road Name	Begin	End	Gross Linear Miles (GLM)
117	Asbury Mill Rd.	SR 115	SR 115	4.25
62	Kinsey Town Rd.	SR 384	SR 115	2.60
9	New Bridge Rd.	SR 384	Skitts Mtn. Rd.	4.96
251	Old Hwy. 75 S.	SR 254	Grand View Dr.	5.22
205	Ray Palmer Rd.	SR 254	Skitts Mtn. Rd.	1.23
145	Town Creek Church Rd.	Town Creek Rd.	Lumpkin County Line	0.6
10	Skitts Mtn. Rd.	SR 254	Hall County Line	3.04
162	Thomas Rd.	SR 115	Asbury Mill Rd.	2.40
201	Post Rd.	Lothridge Rd.	Old Hwy. 75 S.	4.65
398	Lothridge Rd.	Post Rd.	SR 115	3.00
	<b>TOTAL</b>			<b>31.95</b>

### 3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements which must be present in the bid before further consideration will be given.

#### 3.1 BID REQUIREMENTS

- a. Completed Bid Pricing that addresses all elements of the Scope of Work referenced in Section 2 of this RFB (Appendix D). Bid Bond must be included.  
*\* Section 1.9 states no bonds are required*
- b. Evidence of Insurance – Worker’s Compensation and Liability (Appendix B)
- c. Bidder’s Certification & W9 (Appendix A)
- d. Drug-Free Workplace (Appendix F)
- e. E-Verify Form (Appendix C-1 & C-2) for Contractor AND any Sub-Contractors
- f. Signed Addendum (if any)
- g. Contract

#### 3.2 BID PRICING

The bid pricing is to provide White County on how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs in accordance with the current version of GDOT Standard Specifications and Georgia Department of Agriculture. Quantities in the bid sheet tabulation are based on estimates. Contractors will be paid by per unit prices bid on actual quantities in place whether those quantities are more or less than the cost estimate. Any quantities that will exceed the cost estimate MUST BE APPROVED PRIOR TO PERFORMING WORK by the Public Works Director.

The bid pricing must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

**4.0 QUALIFICATIONS INFORMATION**

All Bidders must have sufficient experience for the given scope of work and with the current edition of the GDOT Standard Specifications. All bidders must have appropriate equipment available for performing the work set up in this contract and experienced operators/personnel.

**5.0 SUBMISSION OF BIDS**

5.1 Submission of Bids

Bids will be received by the White County Finance Director until 10: 00 AM on Friday, August 18, 2023. Two Originals must be mailed, hand-delivered, or express mailed to:

**WHITE COUNTY FINANCE DIRECTOR  
WHITE COUNTY BOARD OF COMMISSIONERS  
1235 HELEN HWY.  
CLEVELAND, GA 30528**

Any submission received after the due date and time will not be considered.

5.2 Rejection of Bids/Cancellation of RFB

White County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFB at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process. Please be sure to submit Two (2) complete originals with all pages in this Bid/Contract Document.



## 6.0 TERMS AND CONDITIONS

### 6.1 RFB AMENDMENTS

The County reserves the right to amend this RFB prior to the bid due date. All addenda and additional information will be posted to the County website at: [www.whitecounty.net](http://www.whitecounty.net), prior to 12:00 PM on August 15, 2023. It is the Proposer's responsibility to check the website for addenda before submitting a bid. All signed addenda shall be included in the Bid Qualifications and must be submitted with the bid.

### 6.2 Agreement and Project Forms

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

### 6.3 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a signed written request to the Public Works Director.

### 6.4 Cost for Preparing Bid

The cost for developing the bid is the sole responsibility of the Bidder. The County will not provide reimbursement for such costs.

### 6.5 Conflict of Interest

If a Proposer has any existing client relationship that involves White County, the Proposer must disclose each relationship.

### 6.6 Contractor Selection

Per OCGA 32-4-68 and 32-4-118, White County reserves the right to reject any and all bids, re-advertise the project, perform work in house, or abandon the project altogether. If the bid is awarded it will be to the lowest cost responsible bidder.

### 6.7 Negotiations with Apparent low bidder

Prior to award, the apparent winning bidder will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Contractor's bid.

The County reserves the right to negotiate modifications and costs with the successful bidder as long as the modifications/costs are not in conflict with the current edition of the GDOT Standards and Specifications.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

#### 6.8 Taxes

White County is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. White County cannot exempt others from tax.

#### 6.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

#### 6.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

White County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

#### 6.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

#### 6.12 Rejection of Submissions/Cancellation of Request for Bids

White County reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject bids that do not contain all elements and information requested in this document. White County reserves the right to cancel this Request for Bid at any time. White County will not be liable for any cost/losses incurred by the Contractors throughout this process.

#### 6.13 Non-discrimination

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

#### 6.14 Payment

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFB for more information on the Agreement form.

#### 6.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the coverage as listed in Appendix B and in Appendix H, White County's Contract, Sect. 3.15.

#### 6.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

#### 6.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

#### 6.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

#### 6.19 News Releases by Contractor

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the White County Public Works Director for review and approval.

#### 6.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

#### 6.21 Drug Free Workplace – Appendix F

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub-Contractor to work in a drug-free work place shall secure from that sub-Contractor the following written certification:
  - A. As part of the subcontracting agreement with (Contractor's name), "(Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

B. "The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract."

#### 6.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

#### 6.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

#### 6.24 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

#### 6.25 Documents Deemed Part of Contract

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or contractor, as part of this bid or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.

#### 6.26 Bid Bonds, Performance Bonds & Payment Bonds

N/A

#### 6.27 RETAINAGE:

Retainage will not be withheld

**APPENDIX A**  
**BIDDER'S CERTIFICATION & W9**

Be sure to attach W-9

DATE OF BID 8/4/23

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**BIDDER INFORMATION**

(TYPE OR PRINT)

ChemPro Services, Inc.  
Name of Company

3311 Gulf Breeze Pkwy #350  
Address

Gulf Breeze FL 32563  
City, State, & Zip Code

877 221 9130  
Phone Number

866 485 8655  
Fax #

**NAME AND MAILING ADDRESS**

(WHERE TO SEND PAYMENT)

21  
Name of Company

77  
Address

77  
City, State, & Zip Code

77  
Phone Number

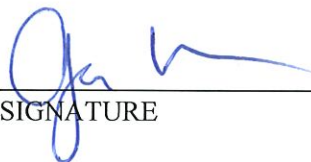
Sales@chemproservices.com  
Email Address

201716061 OR \_\_\_\_\_  
Tax ID Number Social Security Number

**Name & Title of Person Authorized to Sign**

Jamie Rauch  
Name (Print)

Sales Manager  
Title

  
SIGNATURE

## Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <p style="margin-left: 20px;">ChemPro Services, Inc.</p>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <p style="margin-left: 20px;">3311 Gulf Breeze Pkwy #350</p>	Requester's name and address (optional)
6 City, state, and ZIP code <p style="margin-left: 20px;">Gulf Breeze, FL 32563</p>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>												
or												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">7</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px;">1</td> </tr> </table>	2	0		-	1	7	1	6	0	6	1	
2	0		-	1	7	1	6	0	6	1		

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶ *Aaron Hayes*

Date ▶ 1/9/23

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



**APPENDIX B**

Attach binders for proof of workers' compensation and liability insurance.

STATE OF GEORGIA  
WHITE COUNTY  
SPECIAL PROVISION

LIABILITY INSURANCE

The limits of liability for the insurance required by the General Conditions shall not be less than the following amounts:

Workers Compensation

- |     |   |                  |
|-----|---|------------------|
| (1) | State                                     | <u>Statutory</u> |
| (2) | Applicable Federal (e.g. Longshoreman's): | <u>Statutory</u> |
| (3) | Employer's Liability                      | <u>\$100,000</u> |

Comprehensive General Liability (including Contractual Liability, Premises – Operations; Independent contractor's Protective; Products Liability – Completed Operations; Broad Form Property Damage:

- |    |  |                    |
|----|--|--------------------|
| 1. | General Aggregate (Except Products – Completed Operations) | <u>\$2 Million</u> |
| 2. | Products – Completed Operations Aggregate                  | <u>\$1 Million</u> |
| 3. | Personal and Advertising Injury (per Person/Organization)  | <u>\$1 Million</u> |
| 4. | Each Occurrence (Bodily Injury)                            | <u>\$1 Million</u> |
| 5. | Each Occurrence (Property Damage)                          | <u>\$1 Million</u> |
| 6. | Excess or Umbrella Liability                               | <u>\$2 Million</u> |
|    | a. General Aggregate                                       | <u>\$2 Million</u> |
|    | b. Each Occurrence   | <u>\$2 Million</u> |

NOTICE TO BIDDER: *Certificates of Insurance shall be submitted with the Contractor's Bid.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Valent Group, LLC 1110 Montlmar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Danelle Stokes
	PHONE (A/C, No., Ext): (251) 544-7237 FAX (A/C, No):
	E-MAIL ADDRESS: dstokes@valentgroup.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: FCCI Insurance Company 18290
INSURED ChemPro Services, Inc. 3311 Gulf Breeze Pkwy #350 Gulf Breeze FL 32563	INSURER B: National Trust Insurance Company 20141
	INSURER C: American Interstate Ins. Co 31895
	INSURER D: Aspen Specialty Insurance Company 10717
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual liability included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP100030653-05	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ltd. Pollution liability \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA100005948-07	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	UMB100018012-06	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWWCAL3125752022	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Pollution Liability \$25,000 per incident deductible			ER00NYP22	10/01/2022	10/01/2023	Each Occurrence \$ 1,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits can be adjusted if awarded the work.

CERTIFICATE HOLDER Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Maisha Shene</i>

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APPENDIX C-1

E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **WHITE COUNTY, a public employer**, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **WHITE COUNTY**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to

**WHITE COUNTY** at the time the subcontractor(s) is retained to perform such service.

490057  
EEV / Basic Pilot Program\* User Identification Number

Aaron Hayek  
By: Authorized Officer or Agent (Contract Name)

8/4/23  
Date:

President  
Title of Authorized Officer or Agent of Contractor

Aaron Hayek  
Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me  
One the 4 Day of August, 2023.

Janie Rauch  
Notary Public

My Commission Expires: 5/15/27

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

APPENDIX C-2

E-VERIFY 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 **WHITE COUNTY, a public employer**, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

ChemPro will not use subcontractors

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent (Contract Name)

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent  
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Bids not signed may be declared as "Non-Responsive" and not considered for award.

### Appendix D BID PRICING

White County Project No.: R/W Vegetation Control 2024 (311)

ITEM	ROADWAY	UNITS (Centerline Miles)	QUANTITY	UNIT PRICE	DOLLAR AMOUNT
1	Cycle 1 Pre-emergent Application	Mile	32	98.75	3160.00
2	Cycle 2 Post-emergent Application	Mile	32	98.75	3160.00
	TOTAL BASE BID				6320.00

Bid submitted by: ChemPro Services, Inc.  
Company Name

NAME & TITLE OF PERSON AUTHORIZED TO SIGN

Jamie Rauch  
Name (Print)

Sales Manager  
TITLE

Jamie Rauch  
Signature

## **APPENDIX E**

GDOT 2021 STANDARD SPECIFICATION (MAY BE VIEWED ON-LINE  
@WWW.DOT.GA.GOV)

# APPENDIX F

## DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of

ChemPro Services whose address is 3311 Gulf Breeze Pkwy #350 and it is also  
that: Gulf Breeze FL 32563

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

ChemPro Services,

subcontractor certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

8/14/23

Date

Jamie Rauch  
Signature

**APPENDIX H**

**CP340-084-010-011-274-160-061 (2023)**

DATE CONTRACT EXECUTED: \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CONTRACTOR

ChemPro Services, Inc.

Name of Contractor

DESCRIPTION OF IMPROVEMENTS AND FACILITY

Patching, Leveling, and Paving on Albert Reid Rd., Skitts Mtn. Rd., Campground Rd., Adair Mill Rd., Arthur Seabolt Rd. and Satterfield Rd.

AMOUNT OF CONTRACT

\$ \_\_\_\_\_

Accepted bid total

PROJECT MANAGER

\_\_\_\_\_



THIS AGREEMENT, made and entered into on the Date Contract Executed, specified above, by and between the White County Board of Commissioners, hereinafter referred to as the "Owner", party of the first part; and the Contractor named above, hereinafter called the "Contractor", party of the second part;

WITNESSETH THAT:

WHEREAS, the Owner desires to construct or improve the Facility described and identified above, and the Contractor desires to furnish and deliver material and to do and perform all the work and labor necessary to construct the Facility:

NOW, THEREFORE, THE PARTIES HERETO, in consideration of ONE DOLLAR (\$1.00) in hand paid by the Owner to the Contractor, set forth in the Contract Documents and in consideration of the premises and of the covenants of the other as hereinafter expressed and contained, do hereby agree each with the other as follows:

**The Contractor promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement or construction of the Facility described above in strict and entire conformity with the provisions of the Contract Documents as defined below.**

The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Work consist of the following: The RFB document with associated Addenda, the Bid Pricing, the Notice of Award, this Contract, the Letter of Credit or Performance and Payment Bonds, the Notice to Proceed, the General Conditions, the Supplemental General Conditions, the Special Conditions, the Specifications, the Plans, and Addenda which may be issued. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

1. If, at any time after the execution of this Agreement, the Letter of Credit or the Performance Bond and Payment Bond, the Owner shall deem the Letter of Credit or the Performance Bond and Payment Bond to be unsatisfactory, or if for any such reason the Letter of Credit or the Performance Bond and Payment Bond shall become inadequate to cover the performance of the Work, as defined below, the Contractor shall **at his own expense**, within five (5) days after receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security shall have been furnished in a manner and form satisfactory to the Owner.
2. The Owner agrees and promises to pay to the Contractor for said work, when completed in accordance with the provisions of this contract, the prices set forth in the proposal, amounting approximately to the Amount of Contract stated above, subject to adjustments, if any, with payments to be made as provided in said specifications and Contract Documents.
3. The contractor shall begin work required by the Contract Documents on the start date specified by the Owner in the Notice to Proceed. **The contract with all projects shall reach final completion within 365 calendar days following the Notice to Proceed.**

4. This work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the Owner. The decision of the Owner or their authorized representatives upon any questions connected with the execution and fulfillment of this agreement or any failure or delay in the prosecution of the work by the Contractor will be final and conclusive.
5. The Contractor agrees to warrant and correct any defective or faulty work or material that may appear within (1) one year after completion of the work and receipt of final payment.
6. The Contractor shall pay the Owner the sum of \$150 per day for each and every calendar day of unexcused delay in achieving Final Completion of the Project beyond the date set forth in the Contract Documents. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
7. If the Contractor fails to achieve Final Completion of the Project within ninety (365) days of the date of Notice to Proceed, the Contractor shall pay the Owner the sum of \$150.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing the estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
- ~~8. The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner. In the discretion of Owner, Owner may accept a letter of credit under terms acceptable to Owner, instead of a performance and/or payment bond.~~
9. Contractor shall comply with the Equal Employment Opportunity federal and state laws, and shall not discriminate in the employment of any person based upon race, gender, color, creed or other protected classifications under federal and state law.
- ~~10. Contractor shall furnish performance and payment bonds, each in an amount equal to the contract price as security for the faithful performance and payment of all of Contractor's obligations under the contract documents. These bonds shall remain in effect until the last day of the warranty period of one (1) year. All bonds shall be in a form approved by the County Attorney, and shall be executed by such sureties as are licensed and registered with the Georgia Secretary of State and the Georgia Insurance Commissioner. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Contractor shall provide the payment and performance bonds to Owner prior to beginning any part of the scope of the work required of Contractor under the contract. In the discretion of Owner, Owner may accept a letter of credit under terms acceptable to Owner, instead of a performance and/or payment bond.~~

11. Contractor shall verify its compliance with O. C. G. A. § 13-10-91, by providing an affidavit by an agent authorized to bind Contractor and which affirmatively states that the individual, firm or corporation which is contracting with Owner has registered with and is participating in the federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program to verify information of newly hired employees]. Contractor will secure from each subcontractor that participates in the project, a similar verification of compliance and provide a copy of each such verification to Owner

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three counterparts, each of which shall be deemed an original contract.\*

**PARTY OF THE FIRST PART**

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

OWNER: The White County Board of Commissioners

By: \_\_\_\_\_  
Commission Chairman

Attest: \_\_\_\_\_  
Clerk of Commission

SEAL

**PARTY OF THE SECOND PART**

CONTRACTOR: \_\_\_\_\_  
Print Name of Contractor

By: \_\_\_\_\_  
(Signature)\*

\_\_\_\_\_  
(Printed name and title)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printer name and title)

Attest: \_\_\_\_\_

SEAL

Approved as to form: \_\_\_\_\_  
White County Attorney

\*In the event that the contractor is a corporation, there shall be attached to each counterpart a Corporate Certificate. Provide signature identical to that shown on the Corporate Certificate.

## GENERAL CONDITIONS

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 The Contract Documents

The RFB, the Bid, the Notice of Award, the Contract, the Letter of Credit or Performance and Payment Bonds, the Notice to Proceed, the General Conditions, the Special Conditions, the GDOT 2021 Specifications and contents of contract, the Plans, and any Addenda which may be issued constitute the Contract Documents. The Contract Documents represent the entire and integrated agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a written modification.

##### 1.2 The Plans and Specifications

1.2.1 In case of conflict between requirements shown on the Plans and provisions of the Specifications, the Specifications shall take precedence over the Plans. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

1.2.2 The Contractor shall not take advantage of any apparent error or omission which may be found in the Plans or the Specifications, and the Public Works Director shall be entitled to make such corrections therein and such interpretations thereof as he may deem necessary for the fulfillment of their intent.

1.2.3 The right is reserved for the Public Works Director to make, from time to time, such alterations in the Plans as he may consider necessary to complete the Project to his satisfaction and consistent with the general intention of the Contract Documents.

1.2.4 Drawings, Specifications, as built, and any and all other Instruments of Service prepared by the Project Manager and Design Consultant or Contractor, or both, for the Project shall become and remain the property of the Owner and shall not be utilized by the Contractor on any other project without the written permission of Owner.

1.2.5 The Contractor shall have the continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Public Works Director and Design Consultant of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Public Works Director and Design Consultant to only prepare documents for the Project, including the Drawings and Specification for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be reasonably complete, accurate, adequate, consistent, coordinated and sufficient for construction.

##### 1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

#### **1.4 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

### **ARTICLE 2**

#### **OWNER**

##### **2.1 Right to Stop The Work**

If the Contractor fails to correct Work, which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

##### **2.2 Right to Carry Out The Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

##### **2.3 Right To Perform Construction And To Award Separate Contracts**

**2.3.1** The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

**2.3.2** The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

**2.3.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

### **ARTICLE 3**

#### **CONTRACTOR**

##### **3.1 Execution Of The Contract**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor understands that no deviation will be allowed from the Owner's interpretation of the Contract Documents.

##### **3.2 Review Of Contract Documents And Field Conditions**

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; (3) promptly report errors, inconsistencies or omissions discovered to the Owner; (4) The Contractor shall provide written notice of concealed or unknown conditions to the owner and Public Works Director before the conditions are disturbed and WITHIN FORTY-EIGHT HOURS AFTER FIRST OBSERVANCE OF THE CONDITIONS.

**3.2.2** Contractor represents that it has physically inspected the site, is familiar with all site conditions and has had the opportunity to conduct all investigations it desires relating to site conditions. Accordingly, if Contractor encounters any differing site conditions, including but not limited to, subsurface rock, subsurface water, subsurface contamination, subsurface artifacts of historical significance or unsuitable soils, it shall bear the cost of removal, remediation, and/or added site preparation costs caused by such differing site conditions. Differing site conditions shall not entitle contractor to any increase in the contract price or time both of which are expressly waived by the Contractor.

**3.2.3** It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present location or relocated positions as shown on the Plans, and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them.

**3.2.4** Contractor agrees to perform and construct all work depicted on or listed in the drawings and specifications including all work customarily associated therewith or which is necessary for the proper construction, installation and/or safe operation of the Work during and after construction. Contractor agrees that its price includes all work needed even where not specifically shown on the drawings or contained in the specifications but which is reasonably inferable there from or should be installed as part of good industry practice.

### **3.3 Interpretation of Unit Price Estimates**

The quantities of Work to be performed and materials to be furnished to complete the Work as shown in the Contract Documents are approximate and are to be used for comparing proposals. Payment to the Contractor will be made only for the actual quantities of Work performed in accordance with the Contract Documents. If, when construction is completed, the actual quantities are more or less than the quantities given in the Proposal Schedule, the unit prices as submitted in the proposal will prevail and pay will be for the ACTUAL quantities in place. Any over-run quantities exceeding the estimated quantities in the Bid Pricing Table MUST have PRIOR approval for the over-run by the Public Works Director or they will NOT BE PAID.

### **3.4 Supervision And Construction Procedures**

**3.4.1** The Contractor shall preserve and have accessible on the job site at all times at least one (1) copy of the Plans, the Specifications, and any addenda thereto.

**3.4.2** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

**3.4.3** The Contractor shall plan, coordinate, and prosecute the work so that disruption to personal property and business is held to a practical minimum. He shall not open up work to the prejudice of work already started, and the Owner may require the Contractor to finish a section on which the work is in progress before work is started on any additional section.

**3.4.4** The Contractor shall notify each affected property owner, in writing, that their mailbox is in conflict with the proposed construction and that they have ten days to relocate the box and that, after the expiration of the ten day notice, if the owner has not relocated the box, it shall be removed by the Contractor and laid upon the owner's property, clear of the Right-of-Way. Any cost to the Contractor for removing the mailboxes as stated above shall be included in the price bid for other items.

**3.4.5** The Contractor shall take all necessary measures throughout the life of the Work to control soil erosion on the site to prevent the transport, by water or wind, of sediment from the site, and to prevent the siltation of rivers, streams, and impoundments (lakes, ponds, reservoirs, etc.). Construction of drainage facilities and other Work, which will facilitate erosion and sediment control, shall be carried out in conjunction with clearing and grubbing and other initial earthwork operations.

3.4.6 All construction areas abutting lawns and yards or residential or commercial property shall be restored promptly. Finishing, dressing, and grassing shall be accomplished immediately after backfilling as a continuous operation within each area being constructed. Emphasis shall be placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

3.4.7 The Contractor shall have at all times as his agent on the site of the Work a competent superintendent capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required. All communications given to the Superintendent shall be as binding as if given to the Contractor.

Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
Byron Wright	Superintendent
Traci Migliorisi	Accounting
Jamie Rauch	Contract Execution

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing, such agreement not to be unreasonably withheld. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Paragraph as though such individuals had been listed above. If requested by the Owner in writing, the Contractor shall remove from the Project any employee or other person performing Work if the Owner reasonably determines that such employee or person is unfit or is not skilled in the tasks assigned to them.

3.4.8 The Contractor, as soon as practicable after award of the contract, shall furnish in writing to the Owner through the Project Manager the names of subcontractors or suppliers for each portion of the Work. The Contractor shall incorporate in each subcontract all provisions, terms, and conditions applicable to the Work which constitute obligations to be assumed and effected by him under the Contract Documents. The Project Manager will promptly reply to the Contractor in writing if the Owner or the Public Works Director, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

3.4.9 The Contractor, within ten (10) days of commencing the Work, shall submit to the Owner the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner a separate shop drawing and submittal schedule detailing the schedule for the submission of all shop drawings, submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.



### 3.5 Labor And Materials

3.5.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. In the event that the Owner shall notify the Contractor in writing that any person employed is, in the opinion of the Owner, incompetent or disorderly, or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the Work.

3.5.2 The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. Portions of the site, approved by the Owner, may be used for material storage or staging purposes. **Private property shall not be used for storage or staging purposes without written permission of the owner or lessee.** The Contractor at his expense shall restore all storage sites to their original condition. The Owner shall retain ownership of any materials or equipment, if furnished, which are not incorporated in the Work, and the Contractor, at his own expense, shall load such materials or equipment at the work site, transport them to the Owner's storage yard as directed by the Owner, and shall unload and leave them neatly stored in a workmanlike manner. The Owner shall not pay the Contractor for any leftover materials not used in the project.

### 3.6 Warranty

3.6.1 The Contractor will be responsible for the good condition of the Work and materials until formal release from his obligations under the terms of the Contract Documents. He will bear all losses resulting to him on account of the amount or character of the Work, or the character of the ground, being different from what he anticipated, or on account of the weather or the elements.

3.6.2 The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

### 3.7 Taxes

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

### 3.8 Permits, Fees And Notices

3.8.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

3.8.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

### 3.9 Submittals

The Contractor shall promptly review, approve in writing and submit to Owner and Design Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

### **3.10 Use Of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

### **3.11 Cutting And Patching**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

### **3.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

### **3.13 Appeal Of Public Works Director or Owner's Decisions**

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Director or Owner to be unfair, he shall immediately ask for written instructions or decision, and he shall proceed without delay to perform the work or conform to the decision or ruling. Unless the Contractor finds such instructions or decision to be satisfactory, he shall within ten days after the receipt thereof, file a written protest with the Owner stating clearly and in detail his objections and the reasons therefore. The Owner's decision shall be final. Unless the Contractor shall file such written protest with the Owner within such ten-day period, he shall be deemed to have waived all grounds for such protest and to have accepted the requirements, decision, or ruling of the Project Manager as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents.

### **3.14 Indemnification Of Owner**

**3.14.1** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or Consultants.

**3.14.2** The Contractor agrees to defend against any claims brought or action filed against the Owner or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

**3.14.3** The Owner may retain from money otherwise payable under the Contract such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Contractor's Performance Bond and/or Payment Bond and/or letter of credit shall be held until such suits, action or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner.

### 3.15 INSURANCE

Contractor shall purchase and maintain general liability and other insurance in accordance with the supplementary requirements and to cause Owner's Project Manager and Owner to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the project. Contractor shall maintain said insurance at the coverage required from the date of the notice to proceed through the last day of the warranty period of one year.

Contractor shall maintain limits no less than:

#### A. General Liability

\$2,000,000 General Liability with a combined single limit per occurrence of \$1,000,000, for bodily injury, personal injury, and property damage.

#### B. Automobile Liability

\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

#### C. Workers' Compensation and Employers' Liability

\$100,000 Employers' Liability limit per accident and Worker's Compensation limits as required by the Labor Code of the State of Georgia.

### 3.15.1 DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

### 3.15.2 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

#### A. General Liability and Automobile Coverage

1. The Owner, its officers, officials, employees, Project Manager, and Design Consultant, and volunteers are to be named and covered as additional insured as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The Contractor's insurance shall be primary to any insurance maintained by the Owner.

The coverage shall contain no special limitation on the scope of protection afforded to the Owner, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the Owner for claims asserted against the Owner for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner.

**C. All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

**3.15.3 ACCEPTABILITY**

Insurance is to be placed with insurers with a Best's rating of no less than A, or acceptable to the Owner.

**3.15.4 VERIFICATION OF COVERAGE**

Contractor shall furnish the Owner with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**3.15.5 SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE 4**

**Public Works Director or Project Manager**

**4.1 Administration Of The Contract**

The Public Works Director shall serve as the Project Manager and Owner's representative and will provide administration of the Contract as described in the Contract Documents.

**4.2 Access To The Work**

The Project Manager will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. He is to have free access to the Work at all times for laying out, measuring and inspecting the same. He shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

**4.3 Limits Of Responsibility**

The Project Manager will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

since these are solely the Contractor's responsibility. The Project Manager will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

#### **4.4 Authority To Certify The Work**

The Project Manager shall determine the amount, quality, fitness and acceptability of the Work, and he will review the Contractor's Applications for Payment and certify the amounts due the Contractor.

#### **4.5 Authority To Reject The Work**

The Project Manager will have authority to reject Work that does not conform to the Contract Documents.

#### **4.6 Responsibilities Regarding Submittals**

The Project Manager will promptly review and approve or take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

#### **4.7 Authority To Settle Differences Of Opinion**

The Project Manager shall decide finally and conclusively all questions and differences of opinion that may arise as to the interpretation of the Contract Documents or the fulfillment of the terms of the Contract. Such decision shall be rendered promptly upon receipt of written request of the Contractor. In the event of such questions or differences of opinion, the decision of the Project Manager is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

### **ARTICLE 5**

#### **CHANGES IN THE WORK**

##### **5.1 General Provisions**

After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Project Manager, without invalidating the Contract, may request proposals for changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, however the White County BOC shall ultimately approve or deny any formal modifications to the Contract Sum and/or the Contract Time.

##### **5.2 Definition Of Change Order**

A Change Order shall be a written order to the Contractor signed by the Project Manager to recommend to the White County Board of Commission to change the Work, Contract Sum or Contract Time.

##### **5.3 Minor Changes**

The Project Manager will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written field orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written field orders promptly.

#### **5.4 Changes Due To Unforeseen Field Conditions**

It is mutually agreed that, due to latent field conditions, which cannot be foreseen at the time of advertising for bids, adjustment of the Plans to such field conditions will be necessary during construction. Such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment. Changes involving any major item in an amount not more than fifty percent of the quantities listed in the Bid will result in payment for revised quantities at the unit price in the Bid. A major item is construed to be any item of the Contract, which amounts to at least ten (10) percent of the total Contract price. Changes involving any minor item in an increased amount not more than 200 percent of the quantities listed in the Bid will result in payment for the revised quantities at the unit price in the Bid. A minor item is construed to be any item of the Contract, which amounts to less than ten (10) percent of the total Contract price.

#### **5.5 Authority To Perform Unforeseen Work**

The Contractor shall perform unforeseen work, for which there is no price included in the Bid, wherever it is considered necessary or desirable by the Project Manager to complete satisfactorily the Work as contemplated. Such extra work shall be performed promptly in accordance with the Specifications and as directed by the Project Manager provided, however, before any extra work is begun, a written proposal shall be submitted to the Project Manager and approved by the Owner prior to the commencement of said extra work. No extra work will be paid for unless ordered in writing and approved prior to the commencement.

#### **5.6 Determination Of Changes In The Contract Sum**

The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

**5.6.1** by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**5.6.2** by unit prices stated in the Contract Documents or subsequently agreed upon;

**5.6.3** by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

**5.6.4** If none of the above methods is agreed upon, the Contractor shall promptly proceed with the work involved. The cost of such work shall then be determined by the Project Manager on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change. In the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit shall be included. The Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Project Manager's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any change that results in a decrease in the Contract Sum will be the amount of the actual net decrease as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

**5.6.5** In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor including but not limited to, loss of business

opportunity; loss of bonding capacity; loss of use; loss of productivity; home office overhead; or other similar consequential losses or damages. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

## **5.7 Claims For Payment**

All Contractor claims shall be initiated by written notice and claim to the Owner and the Project Manager. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by the Owner, the Project Manager and the Contractor.

**5.7.1** The written notice required hereinabove shall set forth in detail all known facts in support of such Claim and shall cite any applicable provisions of the Contract Documents. Such written notice shall also set forth with specificity all amounts being claimed. Upon discovering an event or condition forming the basis of a Claim for an increase in the Contract Sum or an extension of the Contract Time, the Contractor shall, until the Claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis of the Claim. The Contractor no later than thirty (30) days after the date of submission of the written notice of Claim, shall submit a formal written Claim which shall include at least the following information (1) a concise statement of the occurrence(s) supporting the Claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the Claim, dispute or other matter; (3) the date the Contractor discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the Claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the Claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the Claim, dispute or other matter. The formal Claim shall be verified under oath as to its truthfulness by an officer of the Contractor. The failure to provide a Claim as set forth herein, or the failure to provide such other documents or information requested by the Owner within ten (10) days after written request, shall constitute a waiver of any Claim for additional compensation or time extension related thereto.

**5.7.2** In any event any claim is not resolved by agreement between the parties, it is agreed that the dispute shall be subject to litigation in the Superior Court of White County and said Court shall have exclusive venue and jurisdiction over the suit and the parties.

## **5.8 Owner's Right To Cancel**

The Owner shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Such cancellation shall entitle the Contractor to payment of a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Project Manager.

## **5.9 Owner's Obligation To Purchase Materials**

Owner shall have the right, but not the obligation, to purchase acceptable materials ordered by the Contractor or delivered to the Work prior to the date of such cancellation or suspension at actual cost and shall thereupon become the property of the Owner.

## ARTICLE 6

### TIME

#### 6.1 Limits

Time limits stated in the Contract Documents are of the essence of the Contract.

#### 6.2 Contractor's Obligations

The Contractor shall begin the Work with an adequate force and sufficient equipment and facilities on the date stated in the written notice issued and served upon him by the Project Manager. Thereafter the Contractor shall prosecute the work diligently, without any avoidable interruption, and at such rate and with such complement of labor, materials, and equipment as will complete the project within the time stated in the Contract.

#### 6.3 Claims For Extension

The contract time may be extended upon written notice and claim of the Contractor to the Owner and the Project Manager. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For purposes of this Contract, and for purposes of extensions of contract time, the Contractor agrees that it anticipates adverse weather sufficient to prevent work in accordance with the schedule set forth herein below, and the Contractor further agrees that unless it encounters actual adverse weather in excess of those days set forth herein below, it shall not make, nor shall it be entitled to, any extension of the contract time:

January – 11 days	May – 9 days	September – 8 days
February – 10 days	June – 10 days	October – 6 days
March – 10 days	July – 12 days	November – 7 days
April – 7 days	August – 11 days	December – 9 days

The Contractor agrees that it shall provide written notice to the Owner and the Project Manager on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Project Manager is a condition precedent to the submission of any claim for an extension of time. Furthermore, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Project Manager may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of this Agreement, the terms and conditions of this paragraph shall govern and control.

**6.3.1** The Contractor accepts the risk that the progress of its work may be delayed, disrupted, interfered with, caused or proceed inefficiently or made more costly for any reason, including where delays are caused by design professionals, the Owner or those for whom the Owner is responsible. Contractor agrees that in the event the progress of its work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons outside of Contractor's control, as its sole and exclusive remedy, it shall be entitled to an extension of time equal to the length of the period of delay but in no event shall be entitled to additional money or monetary damages. For purposes of this paragraph, all work performed by Contractor or its subcontractors, suppliers, material men and laborers are within the Contractor's control. If Contractor's work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons within Contractor's control, then Contractor shall not be entitled to an extension of time and shall at its sole cost and expense accelerate performance as necessary to perform the work within the time required hereto. Contractor waives and releases all claims for delays, disruption, interference or inefficiency.

**6.3.2** The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract



Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## ARTICLE 7

### PAYMENTS AND COMPLETION

#### 7.1 Contract Sum

The Contract Sum as enumerated by unit prices stated in the Contract, plus authorized adjustments, is the total amount payable by the Owner to The Contractor for performance of the Work under the Contract Documents.

#### 7.2 Applications For Payment

**7.2.1** Within ten (10) calendar days of the effective date of this Agreement, the Contractor shall submit to the Owner and to the Project Manager a Schedule of Values allocating the Contract Sum to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Project Manager and the Owner.

**7.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

#### 7.3 Certificates For Payment

The Project Manager will, after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor and Owner in writing of the Project Manager's reasons for withholding certification in whole or in part.

#### 7.4 Progress Payments

**7.4.1** After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents. The Owner shall then have the right to enter upon and put into proper service any or all parts of the Work, which may be in condition for use. No claim or charge is to be made by the Contractor for such use.

**7.4.2** Owner as to each progress payment made to Contractor, may retain a maximum of ten (10%) of each progress payment; provided, however, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by an Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the Owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten days from the Contractor's receipt of retainage from the Owner, pass through payments to subcontractor's and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner; provided, however, that the value of each subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

**7.4.3** Neither the Owner nor the Project Manager shall have responsibility for the payment of money to a Subcontractor or material supplier.

**7.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

**7.4.5** Notwithstanding anything to the contrary contained herein, the Owner may, as its option, withhold making any payment and shall not be obligated to make any payment to the Contractor hereunder if one or more of the following conditions exist:

1. Contractor has failed to perform any of its obligations hereunder or otherwise, or is otherwise in default under any of the Contract Documents including but not limited to the Supplementary Requirements;

2. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, that such payment, subject to other provisions of these Contract Documents, shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not defective;

3. Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work; or,

4. If Owner determines in good faith that the portion of the Contract Sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents whereupon, at the Owner's sole discretion, no additional payments need be made to the Contractor nor, at the Owner's sole discretion, shall such payments be due the Contractor hereunder, unless and until the Contractor at its sole cost, performs a sufficient additional portion of the Work so that thereafter such portion of the Contract Sum then remaining unpaid is in the good faith judgment of the Owner, sufficient to complete the Work in accordance with the Contract Documents.

## **7.5 Substantial Completion**

**7.5.1** Substantial Completion means that state in the progression of the Work, as approved by the Owner in writing, when the Project is sufficiently complete in accordance with the Contract Documents that the Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by the Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

**7.5.2** When the Contractor considers that the Work, or designated portion thereof, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. When the Project Manager determines that the Work is substantially complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

## **7.6 Final Completion, Inspection, And Final Payment**

During the entire construction operation, the Contractor shall maintain records of all deviations from the Plans and Specifications and shall prepare there from record drawings showing correctly and accurately all changes and deviations made during construction and showing completely the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat, legible, and on mylar or other approved reproducible material.

**7.6.1** As construction of the project enters the final stages of completion (greater than 90% complete), the Contractor shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:

Required testing of project components;

Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Contract.

Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Project Manager's "Punch Lists";

Attend to any other items listed herein or brought to the Contractor's attention by the Project Manager.

**7.6.2** Before the Final Acceptance of the Project, the Contractor shall accomplish the cleaning and final adjustments of the various components as specified in the Specifications.

**7.6.3** Before the Final Acceptance of the Project, the Contractor shall submit to the Project Manager certain records, certifications, etc., which are specified elsewhere in these Contract Documents. Missing, incomplete, or unacceptable items, as determined by the Project Manager or Owner, shall constitute grounds for withholding Final Payment to the Contractor.

### **7.6.4 Final Completion And Punch List**

**7.6.4.1** Final cleaning and repairing shall be scheduled upon completion of the project.

7.6.4.2 The Project Manager will make his final inspection upon receipt of a Final Application for Payment. Any work not found acceptable and requiring cleaning, repairs and/or replacement will be noted on the "Punch List." The Contractor until final acceptance of the entire project shall maintain Work that has been inspected and accepted by the Project Manager.

7.6.4.3 Whenever the Contractor has completed the items on the "Punch List," he shall again notify the Project Manager that he is ready for final inspection. This procedure will continue until the Project Manager accepts the entire project. The "Final Payment" will not be processed until the Project Manager has accepted the entire project and all of the requirements of the Contract Documents have been satisfied.

7.6.5 Final payment shall not become due until the Contractor submits to the Project Manager releases and waivers of liens and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

7.6.6 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 8

### PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Contract Documents and the MUTCD, and take all necessary precautions for the protection of the work and the safety of the public. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 9

### CORRECTION OF WORK

#### 9.1 Contractor's Obligations

The Contractor shall promptly correct Work rejected by the Project Manager as failing to conform to the requirements of the Contract Documents. This includes Work done contrary to the instructions of the Project Manager, Work done beyond the lines shown on the Plans, or any extra Work not authorized by the Project Manager. The Contractor shall bear the cost of correcting such rejected Work.

#### 9.2 Warranty

In addition to the Contractor's other obligations, including warranties under the Contract, the Contractor shall, for a period of one year after Final Completion, correct work not conforming to the requirements of the Contract Documents.

#### 9.3 Reasonable Time

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

#### 10.1 Assignment Of Contract

The Contractor without the written consent of the Owner thereof, shall make no assignment of the Contract, or of any part.

#### 10.2 Tests And Inspections

**10.2.1** Tests, inspections and approvals of portions of the Work required by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. The Contractor shall bear all costs relating to such tests, inspections and approvals.

**10.2.2** Tests and inspections required by the Contract Documents or the Project Manager shall be made at an appropriate time. The owner shall bear the cost of such tests and inspections except those that show any portion of the Work to be defective.

#### 10.3 Use Of Explosives

No blasting will be done unless specified elsewhere in the Contract Documents.

#### 10.4 Governing Law And Jurisdiction

The law of the place where the project is located shall govern the Contract. The exclusive jurisdiction for any disputes arising out of this Contract shall be the Superior Court of White County, Georgia. Contractor expressly consents to jurisdiction and venue therein.

## ARTICLE 11

### TERMINATION OF THE CONTRACT

#### 11.1 Grounds For Termination

The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or

5. is otherwise guilty of substantial breach of a provision of the Contract Documents.

## **11.2 Owner's Recourse**

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

1. take possession of the site and of all materials thereon owned by the Contractor;
2. finish the Work by whatever reasonable method the Owner may deem expedient and charge Contractor for the costs associated therewith.

## **11.3 Contractor's Right To Payment**

When the Owner terminates the Contract for one of the reasons stated in Subparagraph 11.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

## **11.4 Obligations For Payment**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

# **SPECIAL CONDITIONS**

## **ARTICLE 1**

### **THE WORK**

#### **1.1 Summary Of The Work**

**1.1.1** The Work to be accomplished in accordance with these Contract Documents consists of furnishing superintendence, skilled and unskilled labor, material, equipment and all other items necessary to complete the work. The Contractor shall perform all work required for such construction in accordance with these Contract Documents and subject to the terms and conditions of the Contract, complete and ready to use.

**1.1.2** All work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or approved Shop Drawings or as directed by the Project Manager. Any error or apparent discrepancy in the data shown or omissions of data required to accurately accomplish the stake-out survey shall be referred immediately to the Project Manager for interpretation or correction.

**1.1.3** All surveying, engineering and quality control services shall be provided by the Contractor at his expense.

**1.1.4** Limit use of the premises to construction activities in areas indicated. Maintain safe traffic flow. Allow for Owner occupancy and use by the public.

## **1.2 General**

**1.2.1** Confine operations to areas within the construction limits/easements indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

**1.2.2** Keep access points serving properties clear and available to the Owner and occupants at all times. Do not use these areas for parking or storage of materials.

## **1.3 Property Damage**

Exercise extreme care to minimize damage to property adjacent to the construction site, including rights-of-way. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Project Manager as soon as practicable.

## **1.4 Access To Properties And Maintenance Of Traffic Flow**

**1.4.1** For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

**1.4.2** Once construction operations begin, it shall be the Contractor's responsibility to maintain access and traffic-flow until final Project acceptance. Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all properties, roads, highways, sidewalks, and driveways affected by the Work shall be maintained. Routes normally used by vehicular traffic, shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a daily basis to provide access and maintain traffic flow at all times.

**1.4.3** No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each workday, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.

**1.4.4** The Contractor throughout the prosecution of the Work shall maintain access to fire hydrants and fire alarm boxes. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

**1.4.5** Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

## **ARTICLE 2**

### **CONSTRUCTION CONSIDERATIONS**

#### **2.1 Utilities**

**2.1.1** The Contractor must verify locations of water, sanitary, drainage, power and telephone installations and pipelines along the Work route or in the vicinity of the Work in the field. The Contractor shall uncover these pipes, ducts, cables, etc. carefully, by hand prior to any work which might result in damage to the utility. Any discrepancies found thereby which might affect the prosecution and completion of the Work shall be brought to the attention of the Project Manager in order that any necessary changes may be made to permit completion of the

Work. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. These conditions are supplemental to general requirements elsewhere in these Contract Documents.

**2.1.2** The Contractor shall maintain, keep in service, and protect against damage to existing utilities during construction. The Contractor shall not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. He shall provide temporary services during interruptions to existing Utilities, as acceptable to governing authorities. Indicated utilities shall be disconnected and sealed before starting demolition operations as part of this work.

## **2.2 Protection Of Property**

**2.2.1** The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping or facilities.

**2.2.2** **When a public water source is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.** In the event any of the Contractor's activities disrupt or endanger any facilities, he shall, at his own expense, make all necessary repairs or replacements to correct the situation to the satisfaction of the Project Manager. Such work shall progress continuously to completion on a 24-hour per day, seven workdays per week basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

## **2.3 Weather Conditions**

The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposal and in establishing his time for completion of the work of this contract. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The Owner reserves the right, through the opinion of the Project Manager, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from the elements of weather. Weather will not be accepted as a justifiable reason for extension of time unless such should be most abnormal.

## **2.4 Fire Protection**

**2.4.1** The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

**2.4.2** All workers shall be instructed and reminded by use of signs as to the dangers of explosion in the project area. Careless smoking by workers is prohibited, and it is the Contractor's responsibility to police his workers as well as subcontractors' and suppliers' personnel at the job site in this regard. All foremen and supervisors shall be informed as to the locations of fire alarm stations.

**2.4.3** In the event that a hazardous explosion condition is created or discovered, the Contractor shall immediately notify the local Fire Department. The Contractor shall exercise all safety precautions and comply with all instructions issued by the Fire Department to prevent the occurrence of fire or explosion.

## **2.5 Safety And Health Requirements**

**2.5.1** The Contractor shall comply in every respect with all Federal, State and Local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.



2.5.2 The Contractor shall, when required, furnish evidence satisfactory to the Project Manager that materials and methods are in accordance with such standards or codes, copies of which shall be supplied on site by the Contractor.

2.5.3 **Flaggers shall be GA DOT certified and shall have a current card in possession at all times while performing flagging operations.** Reflective safety vests should be worn by flaggers and by workers while working in road.

## 2.6 Traffic Control

2.6.1 The Contractor shall make every effort, at all times, to maintain Local Traffic through the Construction, since no detours are provided. Access to Residencies and Mail Boxes shall be maintained by the Contractor at all times. Failure to do so could result in suspension of the work.

~~2.6.2 Temporary and/or permanent road striping shall be the responsibility of the Contractor on resurfaced areas. Where leveling/overlay obliterates the centerline, the Contractor shall install temporary striping for centerlines through the section obliterated before day's end. The Contractor shall after 30 calendar days and not more than 45 calendar days install permanent paint striping, in areas resurfaced, in accordance with current MUTCD guidelines.~~

2.6.3 The Contractor shall furnish, install, maintain, and remove necessary traffic signs, barricades, barrels, lights, signals, cones, pavement markings and other traffic control devices and shall provide flagging and other means for guidance and protection of traffic through the work zone. This work shall include both maintaining existing devices and installing additional necessary devices to protect traffic and workers from existing as well as created hazards. When any provisions of this Specification and Plans do not meet the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD), current edition, the MUTCD shall supersede. Retro-reflectivity of all traffic control devices shall meet the requirements of Section 913, Type 1, Level B, unless otherwise specified. Temporary (portable) warning signs will be allowed overnight during construction, but must meet the newest retro-reflectivity requirements as outlined in the current MUTCD.

## ARTICLE 3

### PERMITS AND LICENSES

The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Georgia, White County and any other agency having jurisdiction over the work. He shall obtain all building and construction permits required for the work and shall, with respectful notice, call for and obtain necessary inspections as required by these agencies.

## ARTICLE 4

### PROJECT MEETINGS

#### 4.1 Preconstruction

A Preconstruction meeting shall be held to acquaint representatives of the Owner and various agencies with those in responsible charge of the Contractor's activities for the project. The meeting will cover such subjects as insurance certificates, permits and licenses, affirmative action employment, construction schedules, soil erosion control, cost breakdown and applications for payment, material deliveries, storage, shop drawings and submittals, job site inspection by the Project Manager, safety and emergency action procedures, field offices, security, and other appropriate matters.

## 4.2 Job Site

The Project Manager or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts that may impede the construction schedule. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings.

## ARTICLE 5

### SUBMITTALS

#### 5.1 Progress Schedule

**5.1.1** Within ten days after award of the Contract, the Contractor shall prepare and submit four (4) copies of his proposed progress schedule to the Project Manager for review and comments. The schedule shall show in detail the proposed sequence of the work, with the estimated dates of starting and completion of each stage of the work in order to complete the project within the Contract time.

~~5.1.2 Observation of Seasonal and Weather Limitations must be in accordance with GDOT Section 400 Hot Mix Asphaltic Concrete Construction. No exceptions are permitted except as authorized by the Engineer. Do not apply asphalt cement to a wet surface.~~

**5.1.3** The progress schedule shall be updated monthly showing work scheduled for the upcoming week. This schedule shall be presented to the Project Manager and Traffic Engineer no later than the end of workday on Thursday. The schedule shall list the streets, proposed work and estimated date work is scheduled to be performed.

**5.1.4** When work is interrupted or delayed, the contractor shall notify the Project Manager 12 hours prior to resuming work.

#### 5.2 Product Data

**5.2.1** Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

**5.2.2** Product data shall include materials of construction, dimensions, performance, characteristics, capacities, piping, controls, etc. Job mix formulas are required for this project for the leveling and topping prior to beginning work.

**5.2.3** Contractor shall present Project Manager with certifications from sources for materials proving that all materials used in the project conform to the GDOT 2021 Standard Specifications and Supplemental Specifications and/or GA Department of Agriculture and amendments thereof.

### **5.3 Samples**

**5.3.1** The Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Project Manager.

**5.3.2** Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.

**5.3.3** Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Project Manager and shall bear the Contractor's stamp certifying that they have been so checked. The Contractor shall prepay transportation charges on samples submitted to the Project Manager.

**5.3.4** The Project Manager's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.

**5.3.5** Accepted samples will establish the standards by which the completed work will be judged.

## **ARTICLE 6**

### **UTILITIES AND SERVICES**

#### **6.1 Temporary Water**

The Contractor shall be required to obtain a water meter from the White County Water Authority or the City of Cleveland.

#### **6.2 Temporary Sanitary Facilities**

~~The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force. The facilities shall comply with local codes and regulations and be situated at approved locations.~~

## **ARTICLE 7**

### **SECURITY**

The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the Work for the duration of the Contract, and shall repair or replace any damaged or lost materials or equipment.

## ARTICLE 8

### SPECIAL CONTROLS

#### 8.1 Chemicals

All chemicals used during project construction or furnished for testing or project operation will be required to show approval of the Environmental Protection Agency. The handling, use, storage, and disposal of such materials, containers, or residues shall be in strict conformance with manufacturer's and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office.

#### 8.2 Soil Erosion Control

The Contractor shall be responsible for controlling soil erosion and sedimentation resulting from the Work until all disturbed areas have been permanently stabilized. He shall not allow the Work to cause siltation of any creek, stream, tributary, river, pond, lake, or other body of water. All of the Work shall be accomplished in conformance with the "Manual For Erosion And Sediment Control In Georgia," fifth edition, published by the Georgia Soil And Water Conservation Commission.

#### 8.3 Litter and Rubbish

**The Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage.** He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents.

#### 8.4 Periodic Clean-Up; Basic Site Restoration

**8.4.1** During construction, the contractor shall regularly clean the site and remove all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project. The Contractor shall periodically clean all exposed surfaces that have become soiled or marked. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder; and any excess asphalt from paving operations. All clean up shall be performed to the satisfaction of the Project Manager.

**8.4.2** When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.

**8.4.3** The Contractor shall perform the clean-up work on a regular basis and as frequently as ordered by the Project Manager. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Project Manager, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

**8.4.4** Upon failure of the contractor to perform periodic clean-up and basic restoration of the site to the Project Manager's satisfaction, the Project Manager may, upon five (5) days prior written notice to the Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from the amounts of money that may be due him.

## ARTICLE 9

### TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC-FLOW

#### 9.1 Compliance With Regulations

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Georgia State Department of Transportation, the MUTCD, White County and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and any detours required by the Work. All street/lane closures require applications for permit five days in advance of requested closing.

#### 9.2 Spillage

All dirt or other material spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.

## ARTICLE 10

### EQUIPMENT AND MATERIALS

#### 10.1 Quality

All construction materials and products will be furnished from Georgia Department of Transportation, or Georgia Department of Agriculture, certified suppliers and shall conform to the current Georgia Department of Transportation Standards and Specifications.

#### 10.2 Delivery Schedule

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered, as nearly as feasible, in the order required for executing the Work. Deliveries shall be scheduled to minimize space and time requirements for storage of materials and equipment at the job site.

#### 10.3 Storage

The Contractor shall store his equipment and materials at the job site in accordance with the manufacturer's recommendations and as directed by the Project Manager. He shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded and endangering the safety of his or White County personnel. The Contractor shall enforce the instructions of the Owner and the Project Manager regarding the posting of regulatory signs for loading on structures, fire safety and smoking areas.

#### 10.4 Quality Assurance

All quality assurance controls including sampling and testing shall be performed in accordance with the current building codes. The Contractor shall be responsible for all tests, sampling and approvals as required by said specification.

The Contractor shall assume full responsibility for arranging and obtaining such inspection tests or approvals, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs, in connection with any inspection tests, approvals, mix designs, etc....required by the Project Manager. The cost of all

inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be included in the Contract Price.

If any Work (including the work of others) that is to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing, or approval, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Project Manager nor inspections, test or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

## ARTICLE 11

### FINAL CLEAN-UP; SITE RESTORATION

#### 11.1 Cleaning

Before finally leaving the site, the Contractor shall clean all exposed surfaces that have become soiled or marked. The Contractor shall remove from the site of the Work all accumulated debris and surplus material of any kind which result from his operation, including construction equipment, tools, sheds, sanitary fixtures, etc. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder; and any excess asphalt from paving operations. All clean up shall be performed to the satisfaction of the Project Manager. The completed project shall be turned over to the Owner in a neat and orderly condition.

#### 11.2 Damage

All damage as a result of work under the Contract to existing structures, pavement, driveways, curbs & gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, and including other obstructions not specifically mentioned herein, shall be repaired.

All property line monuments disturbed in the prosecution of the work shall be reset by a professional land surveyor licensed by the State of Georgia, at the Contractor's expense.

Road No.	Road Name	Begin	End	Gross Linear Miles (GLM)
117	Asbury Mill Rd.	SR 115	SR 115	4.25
62	Kinsey Town Rd.	SR 384	SR 115	2.60
9	New Bridge Rd.	SR 384	Skitts Mtn. Rd.	4.96
251	Old Hwy. 75 S.	SR 254	Grand View Dr.	5.22
205	Ray Palmer Rd.	SR 254	Skitts Mtn. Rd.	1.23
145	Town Creek Church Rd.	Town Creek Rd.	Lumpkin County Line	0.6
10	Skitts Mtn. Rd.	SR 254	Hall County Line	3.04
162	Thomas Rd.	SR 115	Asbury Mill Rd.	2.40
201	Post Rd.	Lothridge Rd.	Old Hwy. 75 S.	4.65
398	Lothridge Rd.	Post Rd.	SR 115	3.00
TOTAL				31.95



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:**

Yunex Traffic Contract Award

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Contract / IGA

**Submitted By:** Derick Canupp

**Attachments:** Yes  **If yes, please list each file name below:**

1. Contract
2. Bid Tabulation
3. List of Roads

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**Purpose:**

The purpose of this agenda item is to seek approval to award Yunex Traffic a contract for providing and installing new regulatory and warning signs on 23 county roads

**Background / Summary:**

- On May 01, 2023, the BOC approved a grant application for roadway safety improvements.
- Subsequently, GDOT awarded a grant for \$235,000 which requires a 30% local match
- Bids were advertised and received on August 17, 2023 and Yunex Traffic is the low bidder
- Project scope includes providing and installing new regulatory and warning signs on 23 county roads
- The 23 roads were selected based on vehicle crash data
- Low bid amount is \$165,766.45
- Once the contract is approved, staff will work with contractor on a change order adding traffic markings to the contract to capture the maximum value of the grant. The change order will come back before the Board for final approval.

**Department Recommendation:**

Staff recommend a motion to approve awarding contract to Yunex Traffic

**Options:**

- Approve Award of Contract
- Do not approve



- Commission defined alternative

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- The grant funds of \$235,000 have been received from GDOT. Finance recommends using SPLOST funds for the county match portion.

**County Manager Comments:**

- Recommend approval with the 30% match to be paid from SPLOST

Bid Tabulation

Project No.: CP340-913-1(2024)

Bid Opening: Thursday, August 17, 2023 at 8:30 AM EST

Project Description: New Regulatory and Warnings Signs on 23 County Roads

**Yunex, LLC.**

Item	Description	Units	Quantity	Unit Price	Amount
150-1000	Traffic Control	LS	1	\$ 10,850.00	\$ 10,850.00
636-1033	Highway Signs, Type 1 Material, Reflective Sheeting Type 9	SF	300	\$ 12.65	\$ 3,795.00
636-1036	Highway Signs, Type 1 Material, Reflective Sheeting Type 11	SF	4,803.50	\$ 12.70	\$ 61,004.45
636-2070	Galvanized Steel Posts, Type 7	LF	10,602	\$ 8.50	\$ 90,117.00
Total Base Bid					\$ 165,766.45

**Pateco Services, LLC**

Item	Description	Units	Quantity	Unit Price	Amount
150-1000	Traffic Control	LS	1	\$ 36,000.00	\$ 36,000.00
636-1033	Highway Signs, Type 1 Material, Reflective Sheeting Type 9	SF	300	\$ 34.00	\$ 10,200.00
636-1036	Highway Signs, Type 1 Material, Reflective Sheeting Type 11	SF	4,803.50	\$ 34.00	\$ 163,319.00
636-2070	Galvanized Steel Posts, Type 7	LF	10,602	\$ 8.205	\$ 86,989.41
Total Base Bid					\$ 296,508.41

**North Cherokee Electrical**

Item	Description	Units	Quantity	Unit Price	Amount
150-1000	Traffic Control	LS	1	\$ 36,000.00	\$ 36,000.00
636-1033	Highway Signs, Type 1 Material, Reflective Sheeting Type 9	SF	300	\$ 29.00	\$ 8,700.00
636-1036	Highway Signs, Type 1 Material, Reflective Sheeting Type 11	SF	4,803.50	\$ 27.00	\$ 129,694.50
636-2070	Galvanized Steel Posts, Type 7	LF	10,602	\$ 15.750	\$ 166,981.50
Total Base Bid					\$ 341,376.00

**Pittman Construction Company**

Item	Description	Units	Quantity	Unit Price	Amount
150-1000	Traffic Control	LS	1	\$ 99,500.00	\$ 99,500.00
636-1033	Highway Signs, Type 1 Material, Reflective Sheeting Type 9	SF	300	\$ 38.10	\$ 11,430.00
636-1036	Highway Signs, Type 1 Material, Reflective Sheeting Type 11	SF	4,803.50	\$ 38.10	\$ 183,013.35
636-2070	Galvanized Steel Posts, Type 7	LF	10,602	\$ 7.500	\$ 79,515.00
Total Base Bid					\$ 373,458.35

**AWP, Inc.**

Item	Description	Units	Quantity	Unit Price	Amount
150-1000	Traffic Control	LS	1	\$ 78,000.00	\$ 78,000.00
636-1033	Highway Signs, Type 1 Material, Reflective Sheeting Type 9	SF	300	\$ 39.00	\$ 11,700.00
636-1036	Highway Signs, Type 1 Material, Reflective Sheeting Type 11	SF	4,803.50	\$ 35.25	\$ 169,323.38
636-2070	Galvanized Steel Posts, Type 7	LF	10,602	\$ 18.000	\$ 190,836.00
Total Base Bid					\$ 449,859.38



## REQUEST FOR BIDS

The White County Board of Commissioners is requesting bids from qualified contractors to provide materials, equipment, and labor for installing regulatory and warnings signage on 23 county roads.

Bids will be received by the White County Board of Commissioners, 1235 Helen Hwy., Cleveland, Georgia 30528 until 10:00 AM local time on Thursday, August 17, 2023. Late bids will not be considered or returned. Bids will be formally accepted at the White County Board of Commissioners Office by administrative staff, Monday through Friday, from 8:00am until 5:00pm, until the time of bid opening. No faxed or electronic bids will be accepted. Each bidder must submit their bid in a sealed envelope or box, and marked with the bidder's name and address labeled: **CP340—913-1 (2024)** and addressed to:

White County Board of Commissioners  
Finance Department  
1235 Helen Hwy.  
Cleveland, GA 30528

The bid documents, specifications and contract are available for inspection at the White County Board of Commissioners Office, 1235 Helen Hwy., Cleveland, GA 30528; phone 706-865-2235 or fax 706-865-1324. Copies of the bid document can be obtained from White County Board of Commissioners by contacting the Finance Director, 706-865-2235 or from White County Road Dept. The bid document(s), RFI responses, and any addenda which may become necessary, may be downloaded from the White County website: [www.whitecounty.net](http://www.whitecounty.net) under the tab for "Bid Opportunities".

Bids may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA. White County reserves the right to reject any and all bids and to waive any technicalities.

**1.0 INTRODUCTION**

**1.1 PURPOSE OF PROCUREMENT**

The White County Board of Commissioners is requesting bids from qualified contractors to provide and install roadway regulatory and warning signs on 23 county roads.

**1.2 Bid Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), White County certifies that the use of competitive sealed bidding will be practical or advantageous to the County in completing the acquisition described in this document.

The Owner shall have the right to waive any informality, irregularity, or insufficiency in the bid procedure and in any bid or bids received and to accept the bid, which in the Owner’s sole judgment, is in the Owner’s best interests.

**1.3 SCHEDULE OF EVENTS**

This Request for Bids shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
July 20, 2023	Release of RFB
August 11, 2023, 10:00 am	Deadline for written questions to be submitted to the Public Works Director
August 14, 2023, 10:00 am	Answers to written questions posted to website: <a href="http://www.whitecounty.net">www.whitecounty.net</a>
August 17, 2023, 10:00 am	Bid opening at White Co. Board of Commissioners Office., 1235 Helen Hwy., Cleveland, GA 30528
TBD in September 2023	WCBOC meeting – award bid

**1.4 RESTRICTIONS ON COMMUNICATIONS**

From the issue date of this RFB until a contractor is selected and the award is announced, Contractors are not allowed to communicate for any reason with any County staff or elected officials except: 1) through the Public Works Director and Finance Director, or 2) at pre-construction meetings, or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any bidder violating this provision.

## 1.5 PRE-BID MEETING

A pre-bid meeting will not be held. All questions shall be submitted via **electronically** in the form of a RFI.

## 1.6 QUESTIONS & ADDENDA

All questions concerning this RFB **must be submitted in writing**, (email is preferred) to the Public Works Director no later than 10:00 am EST on August 11, 2023.

The Inquiries must be directed to:  
Derick Canupp, Public Works Director  
White County Board of Commissioners  
675 Truelove Rd.  
Cleveland, GA 30528  
dcanupp@whitecounty.net

No response to inquiries other than written will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the Request for Bids. Addenda, questions, and responses shall be posted to the county website, [www.whitecounty.net](http://www.whitecounty.net), no later than August 14, 2023 at 1:00 AM. A signed copy of any addenda shall accompany submitted Bids. Bidders are advised to check the website for addenda before submitting their Bids. Bids missing any signed addenda may be considered incomplete.

## 1.7 DEFINITION OF TERMS

**BOC** - White County Board of Commissioners

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Bidder** - Respondent to this Request for Bids

**Contractor** - The successful respondent to this Request for Bids, after being placed under contract with the County.

**RFB** - Request for Bids

**Contract Documents** – The Contract Documents are defined as all Drawings, Specifications, Bulletins, Agreement Forms and Addenda issued through the completion of the project including, but not limited to:

Appendix A: Bid Certification & W9

Appendix B: Proof of Workers' Comp and Liability Insurance

Appendix C-1 & C-2: E-Verify Forms

Appendix D: Bid Pricing

Appendix E: GDOT 2021 Standard Specification (may be viewed on-line @[www.dot.ga.gov](http://www.dot.ga.gov))

Appendix F: Drug-Free Workplace Affidavit

Appendix G: Drawings / Maps

Appendix H: Contract

## **1.8 CONTRACT TERM**

The contract between the County and the Contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination in writing is given by the other party as provided herein. White County reserves the right to terminate contract at any time if successful bidder fails to meet requirements stated in this RFB.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

White County reserves the right to terminate contract, with 30 days' written notice, for any violations in the terms of this agreement, rules, laws or unreconciled issues arising as a result of this agreement.

## **1.9 BONDS**

Bid Bonds                    5% of total bid amount

Performance Bonds    100% of total contract price (required of awarded contractor only)

Payment Bonds            100% of total contract price (required of awarded contractor only)

Information regarding bonds to be furnished is stated in the 6.0 Terms and Conditions section of this bid document.

## **1.10 Exception to RFB**

Each BID shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFB. An "exception" is defined as the Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFB. All exceptions taken must be identified and explained in writing in your bid and must specifically reference the relevant section(s) of this RFB. If the bidder provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the bidder's solution, must be explained in detail.



The County welcomes innovative suggestions and recommendations from Contractors that will ensure a 100% successful service approach.

## **2.0 SCOPE OF WORK**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations to furnish, and install, signs and posts. All work and materials shall be in accordance with GDOT Standard Specifications, current edition and comply with the MUTCD, current edition.

### **2.1 Work Notes:**

- a. Material Certifications for sign material, sheeting, posts, stubs, and hardware shall comply with current GDOT specifications and listed on QPL. No unapproved materials shall be accepted.
- b. County will provide the contractor a secure staging area for equipment and material storage during the project.
- c. Contractor shall be required to have project areas located for underground utilities and protect all existing utilities. Contractor assumes all responsibility for damaged or impacted utilities as a result of the work.
- d. Contractor shall provide a schedule for installing signs
- e. The contract specifies 10,576 LF of Type 7 Posts. The 3' Stub Post is included in the linear foot quantities. Generally, the post length will be 10' and the stub post will be 3'.
- f. Not all Type 7 Posts, or stubs, will be installed in the field. If existing post and stub is not damaged, outdated, and is straight, the existing post and stub may be used with the new sign. Sign locations should not change. Only replace damaged sign posts or stubs as directed. County staff will identify posts and stubs that need replaced ahead of contractor. All unused posts and stubs shall be delivered to the county shop for storage.
- g. If new post and/or stub is to be installed, the existing post and/or stub shall be removed from the field and brought back to the Road Department by the contractor. In these cases, the sign stub will need to be removed from the ground by the contractor.
- h. The contractor will be required to bring all replaced signs back to the county staging yard and unloaded. County staff may assist with loading/unloading signs, posts, and stubs.

- i. The cost of bolts, nuts, or other hardware shall meet GDOT Standard Specifications. The cost for hardware items are incidental to the project.
- j. The Contractor shall be responsible for traffic control, and flaggers must have flagging licenses to prove certification. Traffic control will comply with MUTCD.
- m. The project final completion date will be **90 consecutive calendar days from the Notice to Proceed date.**
- o. Expertise of Contractor: 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 professional skill and judgement to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this agreement. The Contractor agrees to use its best efforts, skill, judgement, and abilities to perform its obligations and to further the interests of the County and the Project in accordance with the County's requirements and procedures, and the Contractor shall employ only persons duly qualified in the appropriate areas of expertise to perform the Work described in this agreement.

## Summary of Quantities

### White County Off-System Safety Improvements

Priority	Street Name	636-1033 Tp 9 Sign Sheeting	636-1036 Tp 11 Sign Sheeting	636-2070 Tp 7 Posts
		SF	SF	LF
1	Skitts Mtn. Rd.	25.0	261.5	624
2	Lynch Mtn. Rd.	0.0	18.0	52
3	Collins Rd.	0.0	194.0	429
4	Westmoreland Rd.	22.5	472.5	923
5	Town Creek Rd.	30.0	570.5	1,222
6	Joe Black Rd.	10.0	181.5	403
7	Albert Reid Rd.	11.5	305.5	715
8	Cooley Woods Rd.	10.0	145.0	72
9	Adair Mill Rd.	10.0	268.5	741
10	Sandy Flats Rd.	0.0	105.0	247
11	New Bridge Rd.	20.0	327.0	767
12	Post Rd.	15.0	302.0	676
13	Webster Lake Rd	20.0	303.0	715
14	Ricky West Rd	9.0	39.0	130
15	Hulsey Mill Rd	10.0	93.0	234
16	Lothridge Rd	20.0	172.5	364
17	Tesnatee Gap Valley Rd	43.0	320.0	715
18	Tom Bell Rd	10.0	125.5	260
19	Charlie Thomas Rd	10.0	56.0	156
20	Davidson Rd	0.0	31.0	78
21	Thunder Ridge Dr	4.0	116.0	221
22	Asbury Mill Rd	10.0	225.0	468
23	Partin Rd	10.0	171.5	390
	<b>Totals</b>	<b>300.0</b>	<b>4,803.5</b>	<b>10,602</b>

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the bid before further consideration will be given.

#### **3.1 BID REQUIREMENTS**

- a. Completed Bid Pricing that addresses all elements of the Scope of Work referenced in Section 2 of this RFB (Appendix D). Bid Bond must be included.
- b. Evidence of Insurance – Worker’s Compensation and Liability (Appendix B)
- c. Bidder’s Certification & W9 (Appendix A)
- d. Drug-Free Workplace (Appendix F)
- e. E-Verify Form (Appendix C-1 & C-2) for Contractor AND any Sub-Contractors
- f. Signed Addendum (if any)
- g. Contract

#### **3.2 BID PRICING**

The bid pricing is to provide White County on how your company charges for the materials and services needed. Pricing should include normal fees associated with the performance of the service specified, including materials, supervision, labor, transportation, delivery, and related costs in accordance with the current version of GDOT Standard Specifications. Quantities in the bid sheet tabulation are based on estimates. Contractors will be paid by per unit prices bid on actual quantities in place whether those quantities are more or less than the cost estimate. Any quantities that will exceed the cost estimate **MUST BE APPROVED PRIOR TO PERFORMING WORK** by the Public Works Director.

The bid pricing must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer.

#### **4.0 QUALIFICATIONS INFORMATION**

All Bidders must have sufficient experience for the given scope of work and with the current edition of the GDOT Standard Specifications. All bidders must have appropriate equipment available for performing the work set up in this contract and experienced operators/personnel.

#### **5.0 SUBMISSION OF BIDS**

##### **5.1 Submission of Bids**

Bids will be received by the White County Finance Director until 10: 00 AM on Thursday, August 17, 2023. Two Originals must be mailed, hand-delivered, or express mailed to:

**WHITE COUNTY FINANCE DIRECTOR  
WHITE COUNTY BOARD OF COMMISSIONERS  
1235 HELEN HWY.  
CLEVELAND, GA 30528**

Any submission received after the due date and time will not be considered.

##### **5.2 Rejection of Bids/Cancellation of RFB**

White County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFB at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process. Please be sure to submit Two (2) complete originals with all pages in this Bid/Contract Document.

## 6.0 TERMS AND CONDITIONS

### 6.1 RFB AMENDMENTS

The County reserves the right to amend this RFB prior to the bid due date. All addenda and additional information will be posted to the County website at: [www.whitecounty.net](http://www.whitecounty.net), prior to 10:00 AM on August 14, 2023. It is the Proposer's responsibility to check the website for addenda before submitting a bid. All signed addenda shall be included in the Bid Qualifications and must be submitted with the bid.

### 6.2 Agreement and Project Forms

The Agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien and change order form(s) shall be used.

### 6.3 Bid Withdrawal

A submitted bid may be withdrawn prior to the due date by a signed written request to the Public Works Director.

### 6.4 Cost for Preparing Bid

The cost for developing the bid is the sole responsibility of the Bidder. The County will not provide reimbursement for such costs.

### 6.5 Conflict of Interest

If a Proposer has any existing client relationship that involves White County, the Proposer must disclose each relationship.

### 6.6 Contractor Selection

Per OCGA 32-4-68 and 32-4-118, White County reserves the right to reject any and all bids, re-advertise the project, perform work in house, or abandon the project altogether. If the bid is awarded it will be to the lowest cost responsible bidder.

### 6.7 Negotiations with Apparent low bidder

Prior to award, the apparent winning bidder will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within one (1) week of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the Contractor's bid.

The County reserves the right to negotiate modifications and costs with the successful bidder as long as the modifications/costs are not in conflict with the current edition of the GDOT Standards and Specifications.

The Contractor shall commence work only after the transmittal of a fully executed contract and Notice to Proceed from the County.

#### 6.8 Taxes

White County is exempt from taxes; however, the Contractor shall pay all taxes required of him by law. White County cannot exempt others from tax.

#### 6.9 Compliance with Laws

The Contractor will comply with all State and Federal laws, rules, and regulations.

#### 6.10 Cancellation for Cause

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

White County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful contractor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

#### 6.11 Condition of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

#### 6.12 Rejection of Submissions/Cancellation of Request for Bids

White County reserves the right to reject any or all bids, to waive any irregularity or informality in a bid, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject bids that do not contain all elements and information requested in this document. White County reserves the right to cancel this Request for Bid at any time. White County will not be liable for any cost/losses incurred by the Contractors throughout this process.

#### 6.13 Non-discrimination

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

#### 6.14 Payment

Payment terms and invoicing requirements shall be as defined by the Agreement form. See Section 6.2 of this RFB for more information on the Agreement form.

#### 6.15 Insurance

The Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall, during the continuance of all work under the Contract, provide the coverage as listed in Appendix B and in Appendix H, White County's Contract, Sect. 3.15.



#### 6.16 Project Coordination

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

#### 6.17 Accuracy of Work

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

#### 6.18 Ownership

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

#### 6.19 News Releases by Contractor

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the White County Public Works Director for review and approval.

#### 6.20 Severability/Cancellation

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

#### 6.21 Drug Free Workplace – Appendix F

By submission of a Bid, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
2. Each Contractor who hires a sub-Contractor to work in a drug-free work place shall secure from that sub-Contractor the following written certification:
  - A. As part of the subcontracting agreement with (Contractor's name), "(Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

B. "The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract."

#### 6.22 Assignment of Contractual Rights

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

#### 6.23 Indemnity

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

#### 6.24 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract(s).

#### 6.25 Documents Deemed Part of Contract

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or contractor, as part of this bid or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.

#### 6.26 Bid Bonds, Performance Bonds & Payment Bonds

A five percent (5%) Bid Bond, a one hundred percent (100%) Performance Bond, and a one hundred percent (100%) Payment Bond shall be furnished to White County if stated as required in Paragraph 1.9 in the "Introduction" section of this document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

#### 6.27 RETAINAGE:

Retainage will be withheld at the rate of FIVE (5%) percent of the monetary value of the work completed, invoiced, and approved by the Public Works Director.

Final payment of the retainage amounts withheld will not be made until the project has been satisfactorily completed and granted final acceptance by the County. The contractor agrees to warranty all work associated with GDOT Specifications for a period of one year from the date of final acceptance.



# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>YUNEX LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>9225 BEE CAVE ROAD, BUILDING B, SUITE 201</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>AUSTIN, TX 78733</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

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

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

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

	<p><b>Social security number</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-		
-	-	-	-								
	<p><b>or</b></p> <p><b>Employer identification number</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; text-align: center;">8</td> <td style="width: 12.5%; text-align: center;">6</td> <td style="width: 12.5%; text-align: center;">-</td> <td style="width: 12.5%; text-align: center;">2</td> <td style="width: 12.5%; text-align: center;">1</td> <td style="width: 12.5%; text-align: center;">3</td> <td style="width: 12.5%; text-align: center;">6</td> <td style="width: 12.5%; text-align: center;">6</td> <td style="width: 12.5%; text-align: center;">7</td> <td style="width: 12.5%; text-align: center;">8</td> </tr> </table>	8	6	-	2	1	3	6	6	7	8
8	6	-	2	1	3	6	6	7	8		

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 12/02/2022</p>
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**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

**APPENDIX B**

Attach binders for proof of workers' compensation and liability insurance.

STATE OF GEORGIA  
WHITE COUNTY  
SPECIAL PROVISION

LIABILITY INSURANCE

The limits of liability for the insurance required by the General Conditions shall not be less than the following amounts:

Workers Compensation

(1)	State	<u>Statutory</u>
(2)	Applicable Federal (e.g. Longshoreman's):	<u>Statutory</u>
(3)	Employer's Liability	<u>\$100,000</u>

Comprehensive General Liability (including Contractual Liability, Premises – Operations; Independent contractor's Protective; Products Liability – Completed Operations; Broad Form Property Damage:

1.	General Aggregate (Except Products – Completed Operations)	<u>\$2 Million</u>
2.	Products – Completed Operations Aggregate	<u>\$1 Million</u>
3.	Personal and Advertising Injury (per Person/Organization)	<u>\$1 Million</u>
4.	Each Occurrence (Bodily Injury)	<u>\$1 Million</u>
5.	Each Occurrence (Property Damage)	<u>\$1 Million</u>
6.	Excess or Umbrella Liability	<u>\$2 Million</u>
	a. General Aggregate	<u>\$2 Million</u>
	b. Each Occurrence	<u>\$2 Million</u>

NOTICE TO BIDDER: *Certificates of Insurance shall be submitted with the Contractor's Bid.*

APPENDIX C-1

E-VERIFY CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with WHITE COUNTY, a public employer, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with WHITE COUNTY, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to

WHITE COUNTY at the time the subcontractor(s) is retained to perform such service.

1851900

EEV / Basic Pilot Program\* User Identification Number

By: Joshua M. Lippincott  
Authorized Officer or Agent (Contract Name)

8/16/2023  
Date:

Operations Officer - SE  
Title of Authorized Officer or Agent of Contractor

Joshua M. Lippincott  
Printed Name of Authorized Officer or Agent

Subscribed and Sworn before me  
One the 16th Day of August, 2023.

Angela Moreau  
Notary Public



My Commission Expires: June 21, 2024

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**APPENDIX C-2**

**E-VERIFY 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 **WHITE COUNTY, a public employer**, has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
By: Authorized Officer or Agent (Contract Name)

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

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent  
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Bids not signed may be declared as "Non-Responsive" and not considered for award.

**Appendix D  
BID PRICING**

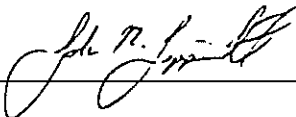
**White County Project No.: CP340-913-1(2024)**

ITEM	Description	UNITS	QUANTITY	UNIT PRICE	DOLLAR AMOUNT
150-1000	Traffic Control	1	LS	\$10,850.00	\$10,850.00
636-1033	Highway Signs, Type I Material, Reflective Sheeting Type 9	SF	300.00	\$12.65	\$3,795.00
636-1036	Highway Signs, Type I Material, Reflective Sheeting Type 11	SF	4803.50	\$12.70	\$61,004.45
636-2070	Galvanized Steel Posts, Type 7	LF	10,602	\$8.50	\$90,117.00
	<b>TOTAL BASE BID</b>				\$165,766.45

Bid submitted by: Yunex LLC  
Company Name

**NAME & TITLE OF PERSON AUTHORIZED TO SIGN**

Joshua Lippincott  
Name (Print)

  
Signature

Operations Manager, SE  
TITLE

## **APPENDIX E**

GDOT 2021 STANDARD SPECIFICATION (MAY BE VIEWED ON-LINE

@WWW.DOT.GA.GOV)

# APPENDIX F

## DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of  
Yunex LLC whose address is 6110 Parkway North Drive  
Cumming, GA 30040 and it is also

that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

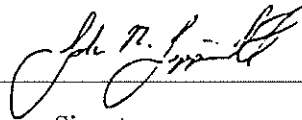
\_\_\_\_\_,

\_\_\_\_\_ certifies to the CONTRACTOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

8/16/2023

Date



Signature

**APPENDIX H**

**Project No.: CP340-913-1(2024)**

DATE CONTRACT EXECUTED: \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

CONTRACTOR

Yunex LLC

\_\_\_\_\_  
Name of Contractor

DESCRIPTION OF IMPROVEMENTS AND FACILITY

Providing materials, equipment, and labor for installing regulatory and warnings signage on 23 county roads.

AMOUNT OF CONTRACT

\$ 165,766.45

\_\_\_\_\_  
Accepted bid total

PROJECT MANAGER

Joshua M. Lippincott

\_\_\_\_\_

THIS AGREEMENT, made and entered into on the Date Contract Executed, specified above, by and between the White County Board of Commissioners, hereinafter referred to as the "Owner", party of the first part; and the Contractor named above, hereinafter called the "Contractor", party of the second part;

WITNESSETH THAT:

WHEREAS, the Owner desires to construct or improve the Facility described and identified above, and the Contractor desires to furnish and deliver material and to do and perform all the work and labor necessary to construct the Facility:

NOW, THEREFORE, THE PARTIES HERETO, in consideration of ONE DOLLAR (\$1.00) in hand paid by the Owner to the Contractor, set forth in the Contract Documents and in consideration of the premises and of the covenants of the other as hereinafter expressed and contained, do hereby agree each with the other as follows:

**The Contractor promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement or construction of the Facility described above in strict and entire conformity with the provisions of the Contract Documents as defined below.**

The Contract Documents which comprise the entire agreement between the Owner and the Contractor concerning the Work consist of the following: The RFB document with associated Addenda, the Bid Pricing, the Notice of Award, this Contract, the Letter of Credit or Performance and Payment Bonds, the Notice to Proceed, the General Conditions, the Supplemental General Conditions, the Special Conditions, the Specifications, the Plans, and Addenda which may be issued. The terms and conditions of said Contract Documents are incorporated herein by reference and made a part hereof as though fully set forth herein. The Contract Documents are complementary, so that a recital in one is tantamount to a recital in all, and the Contractor specifically acknowledges that he has read and understands all of said Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

1. If, at any time after the execution of this Agreement, the Letter of Credit or the Performance Bond and Payment Bond, the Owner shall deem the Letter of Credit or the Performance Bond and Payment Bond to be unsatisfactory, or if for any such reason the Letter of Credit or the Performance Bond and Payment Bond shall become inadequate to cover the performance of the Work, as defined below, the Contractor shall **at his own expense**, within five (5) days after receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security shall have been furnished in a manner and form satisfactory to the Owner.
2. The Owner agrees and promises to pay to the Contractor for said work, when completed in accordance with the provisions of this contract, the prices set forth in the proposal, amounting approximately to the Amount of Contract stated above, subject to adjustments, if any, with payments to be made as provided in said specifications and Contract Documents.
3. The contractor shall begin work required by the Contract Documents on the start date specified by the Owner in the Notice to Proceed. **The contract with all projects shall reach final completion within 90 calendar days following the Notice to Proceed.**

4. This work shall be done in accordance with the laws of the State of Georgia under the direct supervision and to the entire satisfaction of the Owner. The decision of the Owner or their authorized representatives upon any questions connected with the execution and fulfillment of this agreement or any failure or delay in the prosecution of the work by the Contractor will be final and conclusive.
5. The Contractor agrees to warrant and correct any defective or faulty work or material that may appear within (1) one year after completion of the work and receipt of final payment.
6. The Contractor shall pay the Owner the sum of \$150 per day for each and every calendar day of unexcused delay in achieving Final Completion of the Project beyond the date set forth in the Contract Documents. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.
7. If the Contractor fails to achieve Final Completion of the Project within ninety (90) days of the date of Notice to Proceed, the Contractor shall pay the Owner the sum of \$150.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing the estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.
8. The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner. In the discretion of Owner, Owner may accept a letter of credit under terms acceptable to Owner, instead of a performance and/or payment bond.
9. Contractor shall comply with the Equal Employment Opportunity federal and state laws, and shall not discriminate in the employment of any person based upon race, gender, color, creed or other protected classifications under federal and state law.
10. Contractor shall furnish performance and payment bonds, each in an amount equal to the contract price as security for the faithful performance and payment of all of Contractor's obligations under the contract documents. These bonds shall remain in effect until the last day of the warranty period of one (1) year. All bonds shall be in a form approved by the County Attorney, and shall be executed by such sureties as are licensed and registered with the Georgia Secretary of State and the Georgia Insurance Commissioner. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act. Contractor shall provide the payment and performance bonds to Owner prior to beginning any part of the scope of the work required of Contractor under the contract. In the discretion of Owner, Owner may accept a letter of credit under terms acceptable to Owner, instead of a performance and/or payment bond.
11. Contractor shall verify its compliance with O. C. G. A. § 13-10-91, by providing an affidavit by an agent authorized to bind Contractor and which affirmatively states that the individual, firm or corporation which is contracting with Owner has registered with and is participating in the federal work authorization program

[any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program to verify information of newly hired employees]. Contractor will secure from each subcontractor that participates in the project, a similar verification of compliance and provide a copy of each such verification to Owner



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in three counterparts, each of which shall be deemed an original contract.\*

**PARTY OF THE FIRST PART**

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

OWNER: The White County Board of Commissioners

By: \_\_\_\_\_  
Commission Chairman

Attest: \_\_\_\_\_  
Clerk of Commission

SEAL

**PARTY OF THE SECOND PART**

CONTRACTOR: Yunex LLC  
Print Name of Contractor

By: \_\_\_\_\_  
(Signature)\*  
Joshua M. Lippincott  
Operations Manager - SE  
\_\_\_\_\_  
(Printed name and title)

By: \_\_\_\_\_  
(Signature)  
Frank Werner  
Commercial Service Manager  
\_\_\_\_\_  
(Printer name and title)

Attest: \_\_\_\_\_

SEAL

Approved as to form: \_\_\_\_\_  
White County Attorney

\*In the event that the contractor is a corporation, there shall be attached to each counterpart a Corporate Certificate. Provide signature identical to that shown on the Corporate Certificate.

## GENERAL CONDITIONS

### ARTICLE 1

#### GENERAL PROVISIONS

##### 1.1 The Contract Documents

The RFB, the Bid, the Notice of Award, the Contract, the Letter of Credit or Performance and Payment Bonds, the Notice to Proceed, the General Conditions, the Special Conditions, the GDOT 2021 Specifications and contents of contract, the Plans, and any Addenda which may be issued constitute the Contract Documents. The Contract Documents represent the entire and integrated agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by a written modification.

##### 1.2 The Plans and Specifications

1.2.1 In case of conflict between requirements shown on the Plans and provisions of the Specifications, the Specifications shall take precedence over the Plans. Dimensions, shown in figures on the Plans, shall govern in case of any discrepancy between them and scaled dimensions.

1.2.2 The Contractor shall not take advantage of any apparent error or omission which may be found in the Plans or the Specifications, and the Public Works Director shall be entitled to make such corrections therein and such interpretations thereof as he may deem necessary for the fulfillment of their intent.

1.2.3 The right is reserved for the Public Works Director to make, from time to time, such alterations in the Plans as he may consider necessary to complete the Project to his satisfaction and consistent with the general intention of the Contract Documents.

1.2.4 Drawings, Specifications, as built, and any and all other Instruments of Service prepared by the Project Manager and Design Consultant or Contractor, or both, for the Project shall become and remain the property of the Owner and shall not be utilized by the Contractor on any other project without the written permission of Owner.

1.2.5 The Contractor shall have the continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Project Manager of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Public Works Director and Design Consultant of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Public Works Director and Design Consultant to only prepare documents for the Project, including the Drawings and Specification for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be reasonably complete, accurate, adequate, consistent, coordinated and sufficient for construction.

##### 1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided by the Contractor to fulfill the Contractor's obligations.

#### **1.4 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

### **ARTICLE 2**

#### **OWNER**

##### **2.1 Right to Stop The Work**

If the Contractor fails to correct Work, which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

##### **2.2 Right to Carry Out The Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Contractor.

##### **2.3 Right To Perform Construction And To Award Separate Contracts**

**2.3.1** The Owner reserves the right to perform construction or operations related to the project with the Owner's own forces, and to award separate contracts in connection with other portions of the project.

**2.3.2** The Contractor shall coordinate and cooperate with separate contractors employed by the Owner.

**2.3.3** Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefore.

### **ARTICLE 3**

#### **CONTRACTOR**

##### **3.1 Execution Of The Contract**

Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor understands that no deviation will be allowed from the Owner's interpretation of the Contract Documents.

##### **3.2 Review Of Contract Documents And Field Conditions**

**3.2.1** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; (3) promptly report errors, inconsistencies or omissions discovered to the Owner; (4) The Contractor shall provide written notice of concealed or unknown conditions to the owner and Public Works Director before the conditions are disturbed and WITHIN FORTY-EIGHT HOURS AFTER FIRST OBSERVANCE OF THE CONDITIONS.

**3.2.2** Contractor represents that it has physically inspected the site, is familiar with all site conditions and has had the opportunity to conduct all investigations it desires relating to site conditions. Accordingly, if Contractor encounters any differing site conditions, including but not limited to, subsurface rock, subsurface water, subsurface contamination, subsurface artifacts of historical significance or unsuitable soils, it shall bear the cost of removal, remediation, and/or added site preparation costs caused by such differing site conditions. Differing site conditions shall not entitle contractor to any increase in the contract price or time both of which are expressly waived by the Contractor.

**3.2.3** It is understood and agreed that the Contractor has considered in his proposal all of the permanent and temporary utility appurtenances in their present location or relocated positions as shown on the Plans, and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them.

**3.2.4** Contractor agrees to perform and construct all work depicted on or listed in the drawings and specifications including all work customarily associated therewith or which is necessary for the proper construction, installation and/or safe operation of the Work during and after construction. Contractor agrees that its price includes all work needed even where not specifically shown on the drawings or contained in the specifications but which is reasonably inferable there from or should be installed as part of good industry practice.

### **3.3 Interpretation of Unit Price Estimates**

The quantities of Work to be performed and materials to be furnished to complete the Work as shown in the Contract Documents are approximate and are to be used for comparing proposals. Payment to the Contractor will be made only for the actual quantities of Work performed in accordance with the Contract Documents. If, when construction is completed, the actual quantities are more or less than the quantities given in the Proposal Schedule, the unit prices as submitted in the proposal will prevail and pay will be for the ACTUAL quantities in place. Any over-run quantities exceeding the estimated quantities in the Bid Pricing Table MUST have PRIOR approval for the over-run by the Public Works Director or they will NOT BE PAID.

### **3.4 Supervision And Construction Procedures**

**3.4.1** The Contractor shall preserve and have accessible on the job site at all times at least one (1) copy of the Plans, the Specifications, and any addenda thereto.

**3.4.2** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

**3.4.3** The Contractor shall plan, coordinate, and prosecute the work so that disruption to personal property and business is held to a practical minimum. He shall not open up work to the prejudice of work already started, and the Owner may require the Contractor to finish a section on which the work is in progress before work is started on any additional section.

**3.4.4** The Contractor shall notify each affected property owner, in writing, that their mailbox is in conflict with the proposed construction and that they have ten days to relocate the box and that, after the expiration of the ten day notice, if the owner has not relocated the box, it shall be removed by the Contractor and laid upon the owner's property, clear of the Right-of-Way. Any cost to the Contractor for removing the mailboxes as stated above shall be included in the price bid for other items.

**3.4.5** The Contractor shall take all necessary measures throughout the life of the Work to control soil erosion on the site to prevent the transport, by water or wind, of sediment from the site, and to prevent the siltation of rivers, streams, and impoundments (lakes, ponds, reservoirs, etc.). Construction of drainage facilities and other Work, which will facilitate erosion and sediment control, shall be carried out in conjunction with clearing and grubbing and other initial earthwork operations.

3.4.6 All construction areas abutting lawns and yards or residential or commercial property shall be restored promptly. Finishing, dressing, and grassing shall be accomplished immediately after backfilling as a continuous operation within each area being constructed. Emphasis shall be placed on completing each individual yard or business frontage. Care shall be taken to provide positive drainage to avoid ponding or concentration of runoff.

3.4.7 **The Contractor shall have at all times as his agent on the site of the Work a competent superintendent** capable of reading and thoroughly understanding the Plans and Specifications. The Superintendent shall have full authority to supply promptly such materials, tools, plant equipment, and labor as may be required. **All communications given to the Superintendent shall be as binding as if given to the Contractor.**

Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing, such agreement not to be unreasonably withheld. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Paragraph as though such individuals had been listed above. If requested by the Owner in writing, the Contractor shall remove from the Project any employee or other person performing Work if the Owner reasonably determines that such employee or person is unfit or is not skilled in the tasks assigned to them.

3.4.8 The Contractor, as soon as practicable after award of the contract, shall furnish in writing to the Owner through the Project Manager the names of subcontractors or suppliers for each portion of the Work. The Contractor shall incorporate in each subcontract all provisions, terms, and conditions applicable to the Work which constitute obligations to be assumed and effected by him under the Contract Documents. The Project Manager will promptly reply to the Contractor in writing if the Owner or the Public Works Director, after due investigation, has reasonable objection to the subcontractors or suppliers listed.

3.4.9 The Contractor, within ten (10) days of commencing the Work, shall submit to the Owner the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner a separate shop drawing and submittal schedule detailing the schedule for the submission of all shop drawings, submittals, product data and other similar documents. Each of the schedules required herein shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner may require. **THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME.** Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

### **3.5 Labor And Materials**

**3.5.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. In the event that the Owner shall notify the Contractor in writing that any person employed is, in the opinion of the Owner, incompetent or disorderly, or uses threatening or abusive language, or is otherwise unsatisfactory, such person shall be discharged at once and shall not be employed thereafter on the Work.

**3.5.2** The Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions. Portions of the site, approved by the Owner, may be used for material storage or staging purposes. **Private property shall not be used for storage or staging purposes without written permission of the owner or lessee.** The Contractor at his expense shall restore all storage sites to their original condition. The Owner shall retain ownership of any materials or equipment, if furnished, which are not incorporated in the Work, and the Contractor, at his own expense, shall load such materials or equipment at the work site, transport them to the Owner's storage yard as directed by the Owner, and shall unload and leave them neatly stored in a workmanlike manner. The Owner shall not pay the Contractor for any leftover materials not used in the project.

### **3.6 Warranty**

**3.6.1** The Contractor will be responsible for the good condition of the Work and materials until formal release from his obligations under the terms of the Contract Documents. He will bear all losses resulting to him on account of the amount or character of the Work, or the character of the ground, being different from what he anticipated, or on account of the weather or the elements.

**3.6.2** The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

### **3.7 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

### **3.8 Permits, Fees And Notices**

**3.8.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**3.8.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

### **3.9 Submittals**

The Contractor shall promptly review, approve in writing and submit to Owner and Design Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

### **3.10 Use Of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Department of Health and other authorities having jurisdiction, and shall permit no public nuisance.

### **3.11 Cutting And Patching**

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

### **3.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

### **3.13 Appeal Of Public Works Director or Owner's Decisions**

If the Contractor considers any work demanded of him to be outside the requirements of this Contract, or if he considers any decision or ruling of the Director or Owner to be unfair, he shall immediately ask for written instructions or decision, and he shall proceed without delay to perform the work or conform to the decision or ruling. Unless the Contractor finds such instructions or decision to be satisfactory, he shall within ten days after the receipt thereof, file a written protest with the Owner stating clearly and in detail his objections and the reasons therefore. The Owner's decision shall be final. Unless the Contractor shall file such written protest with the Owner within such ten-day period, he shall be deemed to have waived all grounds for such protest and to have accepted the requirements, decision, or ruling of the Project Manager as just and reasonable and as being within the scope of the Contractor's obligations under the Contract Documents.

### **3.14 Indemnification Of Owner**

**3.14.1** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or Consultants.

**3.14.2** The Contractor agrees to defend against any claims brought or action filed against the Owner or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

**3.14.3** The Owner may retain from money otherwise payable under the Contract such amount as it may determine to be required to pay the expenses and damages arising from any of said causes, or in case no money is due, the Contractor's Performance Bond and/or Payment Bond and/or letter of credit shall be held until such suits, action or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner.

### 3.15 INSURANCE

Contractor shall purchase and maintain general liability and other insurance in accordance with the supplementary requirements and to cause Owner's Project Manager and Owner to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the project. Contractor shall maintain said insurance at the coverage required from the date of the notice to proceed through the last day of the warranty period of one year.

Contractor shall maintain limits no less than:

#### A. General Liability

\$2,000,000 General Liability with a combined single limit per occurrence of \$1,000,000, for bodily injury, personal injury, and property damage.

#### B. Automobile Liability

\$1,000,000 Automobile Liability combined single limit per accident, for bodily injury and property damage, when applicable.

#### C. Workers' Compensation and Employers' Liability

\$100,000 Employers' Liability limit per accident and Worker's Compensation limits as required by the Labor Code of the State of Georgia.

#### 3.15.1 DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

#### 3.15.2 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

##### A. General Liability and Automobile Coverage

1. The Owner, its officers, officials, employees, Project Manager, and Design Consultant, and volunteers are to be named and covered as additional insured as respects liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the contractor. The Contractor's insurance shall be primary to any insurance maintained by the Owner.

The coverage shall contain no special limitation on the scope of protection afforded to the Owner, its officers, officials, employees, or volunteers. Nothing in this paragraph shall be construed to require the Contractor to provide liability insurance coverage to the Owner for claims asserted against the Owner for its sole negligence.

2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees, or volunteers.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.



**B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner.

**C. All Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

**3.15.3 ACCEPTABILITY**

Insurance is to be placed with insurers with a Best's rating of no less than A, or acceptable to the Owner.

**3.15.4 VERIFICATION OF COVERAGE**

Contractor shall furnish the Owner with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

**3.15.5 SUBCONTRACTORS**

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**ARTICLE 4**

**Public Works Director or Project Manager**

**4.1 Administration Of The Contract**

The Public Works Director shall serve as the Project Manager and Owner's representative and will provide administration of the Contract as described in the Contract Documents.

**4.2 Access To The Work**

The Project Manager will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. He is to have free access to the Work at all times for laying out, measuring and inspecting the same. He shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

**4.3 Limits Of Responsibility**

The Project Manager will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Project Manager will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

#### **4.4 Authority To Certify The Work**

The Project Manager shall determine the amount, quality, fitness and acceptability of the Work, and he will review the Contractor's Applications for Payment and certify the amounts due the Contractor.

#### **4.5 Authority To Reject The Work**

The Project Manager will have authority to reject Work that does not conform to the Contract Documents.

#### **4.6 Responsibilities Regarding Submittals**

The Project Manager will promptly review and approve or take appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

#### **4.7 Authority To Settle Differences Of Opinion**

The Project Manager shall decide finally and conclusively all questions and differences of opinion that may arise as to the interpretation of the Contract Documents or the fulfillment of the terms of the Contract. Such decision shall be rendered promptly upon receipt of written request of the Contractor. In the event of such questions or differences of opinion, the decision of the Project Manager is to be a condition precedent to the Contractor's right to receive any money for the work or the materials to which the question or difference of opinion relates.

### **ARTICLE 5**

#### **CHANGES IN THE WORK**

##### **5.1 General Provisions**

After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The Project Manager, without invalidating the Contract, may request proposals for changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, however the White County BOC shall ultimately approve or deny any formal modifications to the Contract Sum and/or the Contract Time.

##### **5.2 Definition Of Change Order**

A Change Order shall be a written order to the Contractor signed by the Project Manager to recommend to the White County Board of Commission to change the Work, Contract Sum or Contract Time.

##### **5.3 Minor Changes**

The Project Manager will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written field orders and shall be binding on the Owner and Contractor. The Contractor shall carry out such written field orders promptly.

#### **5.4 Changes Due To Unforeseen Field Conditions**

It is mutually agreed that, due to latent field conditions, which cannot be foreseen at the time of advertising for bids, adjustment of the Plans to such field conditions will be necessary during construction. Such changes in the Plans shall be recognized as constituting a normal and expected margin of adjustment. Changes involving any major item in an amount not more than fifty percent of the quantities listed in the Bid will result in payment for revised quantities at the unit price in the Bid. A major item is construed to be any item of the Contract, which amounts to at least ten (10) percent of the total Contract price. Changes involving any minor item in an increased amount not more than 200 percent of the quantities listed in the Bid will result in payment for the revised quantities at the unit price in the Bid. A minor item is construed to be any item of the Contract, which amounts to less than ten (10) percent of the total Contract price.

#### **5.5 Authority To Perform Unforeseen Work**

The Contractor shall perform unforeseen work, for which there is no price included in the Bid, wherever it is considered necessary or desirable by the Project Manager to complete satisfactorily the Work as contemplated. Such extra work shall be performed promptly in accordance with the Specifications and as directed by the Project Manager provided, however, before any extra work is begun, a written proposal shall be submitted to the Project Manager and approved by the Owner prior to the commencement of said extra work. No extra work will be paid for unless ordered in writing and approved prior to the commencement.

#### **5.6 Determination Of Changes In The Contract Sum**

The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

**5.6.1** by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**5.6.2** by unit prices stated in the Contract Documents or subsequently agreed upon;

**5.6.3** by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

**5.6.4** If none of the above methods is agreed upon, the Contractor shall promptly proceed with the work involved. The cost of such work shall then be determined by the Project Manager on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change. In the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit shall be included. The Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner, payments on account shall be made on the Project Manager's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Owner for any change that results in a decrease in the Contract Sum will be the amount of the actual net decrease as confirmed by the Project Manager. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

**5.6.5** In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor including but not limited to, loss of business opportunity; loss of bonding capacity; loss of use; loss of productivity; home office overhead; or other similar consequential losses or damages. The Owner shall not be liable to the Contractor for claims of third parties,

including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

## **5.7 Claims For Payment**

All Contractor claims shall be initiated by written notice and claim to the Owner and the Project Manager. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by the Owner, the Project Manager and the Contractor.

**5.7.1** The written notice required hereinabove shall set forth in detail all known facts in support of such Claim and shall cite any applicable provisions of the Contract Documents. Such written notice shall also set forth with specificity all amounts being claimed. Upon discovering an event or condition forming the basis of a Claim for an increase in the Contract Sum or an extension of the Contract Time, the Contractor shall, until the Claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis of the Claim. The Contractor no later than thirty (30) days after the date of submission of the written notice of Claim, shall submit a formal written Claim which shall include at least the following information (1) a concise statement of the occurrence(s) supporting the Claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the Claim, dispute or other matter; (3) the date the Contractor discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the Claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the Claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the Claim, dispute or other matter. The formal Claim shall be verified under oath as to its truthfulness by an officer of the Contractor. The failure to provide a Claim as set forth herein, or the failure to provide such other documents or information requested by the Owner within ten (10) days after written request, shall constitute a waiver of any Claim for additional compensation or time extension related thereto.

**5.7.2** In any event any claim is not resolved by agreement between the parties, it is agreed that the dispute shall be subject to litigation in the Superior Court of White County and said Court shall have exclusive venue and jurisdiction over the suit and the parties.

## **5.8 Owner's Right To Cancel**

The Owner shall have the right to cancel those portions of the Contract relating to the construction of any item provided for therein. Such cancellation shall entitle the Contractor to payment of a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work by order of the Project Manager.

## **5.9 Owner's Obligation To Purchase Materials**

Owner shall have the right, but not the obligation, to purchase acceptable materials ordered by the Contractor or delivered to the Work prior to the date of such cancellation or suspension at actual cost and shall thereupon become the property of the Owner.

## ARTICLE 6

### TIME

#### 6.1 Limits

Time limits stated in the Contract Documents are of the essence of the Contract.

#### 6.2 Contractor's Obligations

The Contractor shall begin the Work with an adequate force and sufficient equipment and facilities on the date stated in the written notice issued and served upon him by the Project Manager. Thereafter the Contractor shall prosecute the work diligently, without any avoidable interruption, and at such rate and with such complement of labor, materials, and equipment as will complete the project within the time stated in the Contract.

#### 6.3 Claims For Extension

The contract time may be extended upon written notice and claim of the Contractor to the Owner and the Project Manager. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors. For purposes of this Contract, and for purposes of extensions of contract time, the Contractor agrees that it anticipates adverse weather sufficient to prevent work in accordance with the schedule set forth herein below, and the Contractor further agrees that unless it encounters actual adverse weather in excess of those days set forth herein below, it shall not make, nor shall it be entitled to, any extension of the contract time:

January – 11 days	May – 9 days	September – 8 days
February – 10 days	June – 10 days	October – 6 days
March – 10 days	July – 12 days	November – 7 days
April – 7 days	August – 11 days	December – 9 days

The Contractor agrees that it shall provide written notice to the Owner and the Project Manager on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the Owner and the Project Manager is a condition precedent to the submission of any claim for an extension of time. Furthermore, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the Owner or the Project Manager may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of this Agreement, the terms and conditions of this paragraph shall govern and control.

**6.3.1** The Contractor accepts the risk that the progress of its work may be delayed, disrupted, interfered with, caused or proceed inefficiently or made more costly for any reason, including where delays are caused by design professionals, the Owner or those for whom the Owner is responsible. Contractor agrees that in the event the progress of its work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons outside of Contractor's control, as its sole and exclusive remedy, it shall be entitled to an extension of time equal to the length of the period of delay but in no event shall be entitled to additional money or monetary damages. For purposes of this paragraph, all work performed by Contractor or its subcontractors, suppliers, material men and laborers are within the Contractor's control. If Contractor's work is delayed, disrupted, interfered with, caused to proceed inefficiently or made more costly for reasons within Contractor's control, then Contractor shall not be entitled to an extension of time and shall at its sole cost and expense accelerate performance as necessary to perform the work within the time required hereto. Contractor waives and releases all claims for delays, disruption, interference or inefficiency.

**6.3.2** The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

## ARTICLE 7

### PAYMENTS AND COMPLETION

#### **7.1 Contract Sum**

The Contract Sum as enumerated by unit prices stated in the Contract, plus authorized adjustments, is the total amount payable by the Owner to The Contractor for performance of the Work under the Contract Documents.

#### **7.2 Applications For Payment**

**7.2.1** Within ten (10) calendar days of the effective date of this Agreement, the Contractor shall submit to the Owner and to the Project Manager a Schedule of Values allocating the Contract Sum to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Manager or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Project Manager and the Owner.

**7.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates of Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

#### **7.3 Certificates For Payment**

The Project Manager will, after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Project Manager determines is properly due, or notify the Contractor and Owner in writing of the Project Manager's reasons for withholding certification in whole or in part.

#### **7.4 Progress Payments**

**7.4.1** After the Project Manager has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents. The Owner shall then have the right to enter upon and put into proper service any or all parts of the Work, which may be in condition for use. No claim or charge is to be made by the Contractor for such use.

**7.4.2** Owner as to each progress payment made to Contractor, may retain a maximum of ten (10%) of each progress payment; provided, however, when fifty (50%) percent of the contract value including change orders and other additions to the contract value provided for by the contract documents is due and the manner of completion of the contract work and its progress are reasonably satisfactory to the Owner's authorized contract representative, the Owner shall withhold no more retainage. At the discretion of the Owner and with the approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the owner's authorized contract representative determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is

resumed by an Owner, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly.

At substantial completion of the work or such other standard of completion as may be provided in the contract documents and as the Owner's authorized contract representative determines the work to be reasonably satisfactory, the Owner shall, within 30 days after invoice and other appropriate documentation as may be required by the contract documents are provided, pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's authorized contract representative shall be withheld until such item or items are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten days from the Contractor's receipt of retainage from the Owner, pass through payments to subcontractor's and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner; provided, however, that the value of each subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value, provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten days from the subcontractor's receipt of retainage from the contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor's work complete and in place equals 50 percent of his or her subcontract value, including approved change orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

**7.4.3** Neither the Owner nor the Project Manager shall have responsibility for the payment of money to a Subcontractor or material supplier.

**7.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

**7.4.5** Notwithstanding anything to the contrary contained herein, the Owner may, as its option, withhold making any payment and shall not be obligated to make any payment to the Contractor hereunder if one or more of the following conditions exist:

1. Contractor has failed to perform any of its obligations hereunder or otherwise, or is otherwise in default under any of the Contract Documents including but not limited to the Supplementary Requirements;

2. Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, that such payment, subject to other provisions of these Contract Documents, shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not defective;

3. Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work; or,

4. If Owner determines in good faith that the portion of the Contract Sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents whereupon, at the Owner's sole discretion, no additional payments need be made to the Contractor nor, at the Owner's sole discretion, shall such payments be due the Contractor hereunder, unless and until the Contractor at its sole cost, performs a sufficient

additional portion of the Work so that thereafter such portion of the Contract Sum then remaining unpaid is in the good faith judgment of the Owner, sufficient to complete the Work in accordance with the Contract Documents.

## **7.5 Substantial Completion**

**7.5.1** Substantial Completion means that state in the progression of the Work, as approved by the Owner in writing, when the Project is sufficiently complete in accordance with the Contract Documents that the Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by the Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

**7.5.2** When the Contractor considers that the Work, or designated portion thereof, is substantially complete, the Contractor shall prepare and submit to the Project Manager a list of items to be completed or corrected. When the Project Manager determines that the Work is substantially complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

## **7.6 Final Completion, Inspection, And Final Payment**

During the entire construction operation, the Contractor shall maintain records of all deviations from the Plans and Specifications and shall prepare there from record drawings showing correctly and accurately all changes and deviations made during construction and showing completely the Work as it was actually constructed. These drawings shall conform to recognized standards of drafting, shall be neat, legible, and on mylar or other approved reproducible material.

**7.6.1** As construction of the project enters the final stages of completion (greater than 90% complete), the Contractor shall, in accordance with the requirements set forth in the Contract Documents, attend to or have already completed the following items:

Required testing of project components;

Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work or designated portion thereof unless otherwise provided in the Contract.

Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Project Manager's "Punch Lists";

Attend to any other items listed herein or brought to the Contractor's attention by the Project Manager.

**7.6.2** Before the Final Acceptance of the Project, the Contractor shall accomplish the cleaning and final adjustments of the various components as specified in the Specifications.

**7.6.3** Before the Final Acceptance of the Project, the Contractor shall submit to the Project Manager certain records, certifications, etc., which are specified elsewhere in these Contract Documents. Missing, incomplete, or unacceptable items, as determined by the Project Manager or Owner, shall constitute grounds for withholding Final Payment to the Contractor.



#### **7.6.4 Final Completion And Punch List**

**7.6.4.1** Final cleaning and repairing shall be scheduled upon completion of the project.

**7.6.4.2** The Project Manager will make his final inspection upon receipt of a Final Application for Payment. Any work not found acceptable and requiring cleaning, repairs and/or replacement will be noted on the "Punch List." The Contractor until final acceptance of the entire project shall maintain Work that has been inspected and accepted by the Project Manager.

**7.6.4.3** Whenever the Contractor has completed the items on the "Punch List," he shall again notify the Project Manager that he is ready for final inspection. This procedure will continue until the Project Manager accepts the entire project. The "Final Payment" will not be processed until the Project Manager has accepted the entire project and all of the requirements of the Contract Documents have been satisfied.

**7.6.5** Final payment shall not become due until the Contractor submits to the Project Manager releases and waivers of liens and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

**7.6.6** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### **ARTICLE 8**

#### **PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall furnish, install, and maintain all necessary and required barricades, signs, and other traffic control devices in accordance with the Contract Documents and the MUTCD, and take all necessary precautions for the protection of the work and the safety of the public. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

### **ARTICLE 9**

#### **CORRECTION OF WORK**

##### **9.1 Contractor's Obligations**

The Contractor shall promptly correct Work rejected by the Project Manager as failing to conform to the requirements of the Contract Documents. This includes Work done contrary to the instructions of the Project Manager, Work done beyond the lines shown on the Plans, or any extra Work not authorized by the Project Manager. The Contractor shall bear the cost of correcting such rejected Work.

##### **9.2 Warranty**

In addition to the Contractor's other obligations, including warranties under the Contract, the Contractor shall, for a period of one year after Final Completion, correct work not conforming to the requirements of the Contract Documents.

**9.3 Reasonable Time**

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it and the Contractor shall reimburse the Owner for the cost of correction.

**ARTICLE 10**

**MISCELLANEOUS PROVISIONS**

**10.1 Assignment Of Contract**

The Contractor without the written consent of the Owner thereof, shall make no assignment of the Contract, or of any part.

**10.2 Tests And Inspections**

**10.2.1** Tests, inspections and approvals of portions of the Work required by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. The Contractor shall bear all costs relating to such tests, inspections and approvals.

**10.2.2** Tests and inspections required by the Contract Documents or the Project Manager shall be made at an appropriate time. The owner shall bear the cost of such tests and inspections except those that show any portion of the Work to be defective.

**10.3 Use Of Explosives**

No blasting will be done unless specified elsewhere in the Contract Documents.

**10.4 Governing Law And Jurisdiction**

The law of the place where the project is located shall govern the Contract. The exclusive jurisdiction for any disputes arising out of this Contract shall be the Superior Court of White County, Georgia. Contractor expressly consents to jurisdiction and venue therein.

**ARTICLE 11**

**TERMINATION OF THE CONTRACT**

**11.1 Grounds For Termination**

The Owner may terminate the Contract if the Contractor:

1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

4. becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
5. is otherwise guilty of substantial breach of a provision of the Contract Documents.

## **11.2 Owner's Recourse**

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may:

1. take possession of the site and of all materials thereon owned by the Contractor;
2. finish the Work by whatever reasonable method the Owner may deem expedient and charge Contractor for the costs associated therewith.

## **11.3 Contractor's Right To Payment**

When the Owner terminates the Contract for one of the reasons stated in Subparagraph 11.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

## **11.4 Obligations For Payment**

If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

# **SPECIAL CONDITIONS**

## **ARTICLE 1**

### **THE WORK**

#### **1.1 Summary Of The Work**

**1.1.1** The Work to be accomplished in accordance with these Contract Documents consists of furnishing superintendence, skilled and unskilled labor, material, equipment and all other items necessary to complete the work. The Contractor shall perform all work required for such construction in accordance with these Contract Documents and subject to the terms and conditions of the Contract, complete and ready to use.

**1.1.2** All work under this contract shall be constructed in accordance with the lines and grades shown on the Plans or approved Shop Drawings or as directed by the Project Manager. Any error or apparent discrepancy in the data shown or omissions of data required to accurately accomplish the stake-out survey shall be referred immediately to the Project Manager for interpretation or correction.

**1.1.3** All surveying, engineering and quality control services shall be provided by the Contractor at his expense.

**1.1.4** Limit use of the premises to construction activities in areas indicated. Maintain safe traffic flow. Allow for Owner occupancy and use by the public.

## **1.2 General**

**1.2.1** Confine operations to areas within the construction limits/easements indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

**1.2.2** Keep access points serving properties clear and available to the Owner and occupants at all times. Do not use these areas for parking or storage of materials.

## **1.3 Property Damage**

Exercise extreme care to minimize damage to property adjacent to the construction site, including rights-of-way. Repair and/or replace any damage resulting from Contractor's activities in a manner acceptable to the property owner and the Project Manager as soon as practicable.

## **1.4 Access To Properties And Maintenance Of Traffic Flow**

**1.4.1** For the convenience of the public, the Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience, and he shall have under construction no greater amount of work than he can prosecute properly with due regard to the rights of the public.

**1.4.2** Once construction operations begin, it shall be the Contractor's responsibility to maintain access and traffic-flow until final Project acceptance. Construction operations shall be scheduled and executed in such a manner as to cause minimal inconvenience to owners of abutting property. Convenient access to all properties, roads, highways, sidewalks, and driveways affected by the Work shall be maintained. Routes normally used by vehicular traffic, shall be safely negotiable without slipping, sliding or loss of traction. Maintenance operations are to be performed on a daily basis to provide access and maintain traffic flow at all times.

**1.4.3** No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each workday, and at other times when construction operations are not in progress for any reason, the Contractor shall remove all equipment and other obstructions from that portion of a roadway intended for public use.

**1.4.4** The Contractor throughout the prosecution of the Work shall maintain access to fire hydrants and fire alarm boxes. Hydrants, alarm boxes, and standpipe connections shall be kept clear of obstructions and visible at all times. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.

**1.4.5** Utility companies and public agencies having facilities within the limits of the Work shall have access to their facilities at all times for inspection and repair.

## **ARTICLE 2**

### **CONSTRUCTION CONSIDERATIONS**

#### **2.1 Utilities**

**2.1.1** The Contractor must verify locations of water, sanitary, drainage, power and telephone installations and pipelines along the Work route or in the vicinity of the Work in the field. The Contractor shall uncover these pipes, ducts, cables, etc. carefully, by hand prior to any work which might result in damage to the utility. Any discrepancies found thereby which might affect the prosecution and completion of the Work shall be brought to the attention of the Project Manager in order that any necessary changes may be made to permit completion of the

Work. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. These conditions are supplemental to general requirements elsewhere in these Contract Documents.

**2.1.2** The Contractor shall maintain, keep in service, and protect against damage to existing utilities during construction. The Contractor shall not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. He shall provide temporary services during interruptions to existing Utilities, as acceptable to governing authorities. Indicated utilities shall be disconnected and sealed before starting demolition operations as part of this work.

## **2.2 Protection Of Property**

**2.2.1** The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed, and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping or facilities.

**2.2.2** **When a public water source is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.** In the event any of the Contractor's activities disrupt or endanger any facilities, he shall, at his own expense, make all necessary repairs or replacements to correct the situation to the satisfaction of the Project Manager. Such work shall progress continuously to completion on a 24-hour per day, seven workdays per week basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

## **2.3 Weather Conditions**

The Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposal and in establishing his time for completion of the work of this contract. Work that may be adversely affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials and equipment from exposure. The Owner reserves the right, through the opinion of the Project Manager, to order that additional protection measures over and beyond those proposed by the Contractor, be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from the elements of weather. Weather will not be accepted as a justifiable reason for extension of time unless such should be most abnormal.

## **2.4 Fire Protection**

**2.4.1** The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own buildings and trailers. Adequate fire extinguisher and hose line stations shall be provided throughout the work area.

**2.4.2** All workers shall be instructed and reminded by use of signs as to the dangers of explosion in the project area. Careless smoking by workers is prohibited, and it is the Contractor's responsibility to police his workers as well as subcontractors' and suppliers' personnel at the job site in this regard. All foremen and supervisors shall be informed as to the locations of fire alarm stations.

**2.4.3** In the event that a hazardous explosion condition is created or discovered, the Contractor shall immediately notify the local Fire Department. The Contractor shall exercise all safety precautions and comply with all instructions issued by the Fire Department to prevent the occurrence of fire or explosion.

## **2.5 Safety And Health Requirements**

**2.5.1** The Contractor shall comply in every respect with all Federal, State and Local safety and health regulations. Copies of the Federal Regulations may be obtained from the U.S. Department of Labor, Occupational Safety and Health Administration.

2.5.2 The Contractor shall, when required, furnish evidence satisfactory to the Project Manager that materials and methods are in accordance with such standards or codes, copies of which shall be supplied on site by the Contractor.

2.5.3 **Flaggers shall be GA DOT certified and shall have a current card in possession at all times while performing flagging operations.** Reflective safety vests should be worn by flaggers and by workers while working in road.

## 2.6 Traffic Control

2.6.1 The Contractor shall make every effort, at all times, to maintain Local Traffic through the Construction, since no detours are provided. Access to Residencies and Mail Boxes shall be maintained by the Contractor at all times. Failure to do so could result in suspension of the work.

2.6.2 Temporary and/or permanent road striping shall be the responsibility of the Contractor on resurfaced areas. Where leveling/overlay obliterates the centerline, the Contractor shall install temporary striping for centerlines through the section obliterated before day's end. The Contractor shall after 30 calendar days and not more than 45 calendar days install permanent paint striping, in areas resurfaced, in accordance with current MUTCD guidelines.

2.6.3 The Contractor shall furnish, install, maintain, and remove necessary traffic signs, barricades, barrels, lights, signals, cones, pavement markings and other traffic control devices and shall provide flagging and other means for guidance and protection of traffic through the work zone. This work shall include both maintaining existing devices and installing additional necessary devices to protect traffic and workers from existing as well as created hazards. When any provisions of this Specification and Plans do not meet the minimum requirements of the Manual of Uniform Traffic Control Devices (MUTCD), current edition, the MUTCD shall supersede. Retro-reflectivity of all traffic control devices shall meet the requirements of Section 913, Type I, Level B, unless otherwise specified. Temporary (portable) warning signs will be allowed overnight during construction, but must meet the newest retro-reflectivity requirements as outlined in the current MUTCD. White County will be responsible for shoulder building subsequent to paving and maintenance of "Low Soft Shoulder" signs for the duration of the project.

## ARTICLE 3

### PERMITS AND LICENSES

The Contractor shall comply in every respect with all applicable laws, regulations, and building and construction codes of the Federal Government, the State of Georgia, White County and any other agency having jurisdiction over the work. He shall obtain all building and construction permits required for the work and shall, with respectful notice, call for and obtain necessary inspections as required by these agencies.

## ARTICLE 4

### PROJECT MEETINGS

#### 4.1 Preconstruction

A Preconstruction meeting shall be held to acquaint representatives of the Owner and various agencies with those in responsible charge of the Contractor's activities for the project. The meeting will cover such subjects as insurance certificates, permits and licenses, affirmative action employment, construction schedules, soil erosion control, cost breakdown and applications for payment, material deliveries, storage, shop drawings and submittals, job site inspection by the Project Manager, safety and emergency action procedures, field offices, security, and other appropriate matters.

## 4.2 Job Site

The Project Manager or Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts that may impede the construction schedule. The Project Manager will prepare a brief summary report of the decisions or understanding concerning each of the items discussed at these meetings.

## ARTICLE 5

### SUBMITTALS

#### 5.1 Progress Schedule

**5.1.1** Within ten days after award of the Contract, the Contractor shall prepare and submit four (4) copies of his proposed progress schedule to the Project Manager for review and comments. The schedule shall show in detail the proposed sequence of the work, with the estimated dates of starting and completion of each stage of the work in order to complete the project within the Contract time.

**5.1.2** Observation of Seasonal and Weather Limitations must be in accordance with GDOT Section 400 Hot Mix Asphaltic Concrete Construction. No exceptions are permitted except as authorized by the Engineer. Do not apply asphalt cement to a wet surface.

**5.1.3** The progress schedule shall be updated monthly showing work scheduled for the upcoming week. This schedule shall be presented to the Project Manager and Traffic Engineer no later than the end of workday on Thursday. The schedule shall list the streets, proposed work and estimated date work is scheduled to be performed.

**5.1.4** When work is interrupted or delayed, the contractor shall notify the Project Manager 12 hours prior to resuming work.

#### 5.2 Product Data

**5.2.1** Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

**5.2.2** Product data shall include materials of construction, dimensions, performance, characteristics, capacities, piping, controls, etc. Job mix formulas are required for this project for the leveling and topping prior to beginning work.

**5.2.3** Contractor shall present Project Manager with certifications from sources for materials proving that all materials (bituminous tack coat, leveling and topping) used in the project conform to the GDOT 2021 Standard Specifications and Supplemental Specifications and amendments thereof. The Contractor will be responsible for testing and furnishing certified test reports, including compaction, to the County. The sampling and testing shall be in accordance with Section 400 – Hot Mix Asphaltic Concrete Construction Special Provision revised Oct. 24, 2011 and the current edition of the GA Dept. of Sampling, Testing and Construction Manual. No separate payment will be made for this work, but will be included in the bid price for related items.

### 5.3 Samples

5.3.1 The Contractor shall furnish for review all samples as required by the Contract Documents or requested by the Project Manager.

5.3.2 Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.

5.3.3 Samples shall be checked by the Contractor for conformance to the Contract Documents before being submitted to the Project Manager and shall bear the Contractor's stamp certifying that they have been so checked. The Contractor shall prepay transportation charges on samples submitted to the Project Manager.

5.3.4 The Project Manager's review will be for compliance with the Contract Documents, and his comments will be transmitted to the Contractor with reasonable promptness.

5.3.5 Accepted samples will establish the standards by which the completed work will be judged.

## ARTICLE 6

### UTILITIES AND SERVICES

#### 6.1 Temporary Water

The Contractor shall provide temporary water. **Hydrant meters with backflow prevention must be acquired from the White County Water Authority and installed prior to usage of hydrants.**

#### 6.2 Temporary Sanitary Facilities

The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force. The facilities shall comply with local codes and regulations and be situated at approved locations.

## ARTICLE 7

### SECURITY

The Contractor shall, if in his opinion it is necessary, employ watchmen and security guards to protect the job site against vandalism, burglary, theft, trespassing, etc. The Contractor shall care for and protect against loss or damage all material and equipment to be incorporated in the Work for the duration of the Contract, and shall repair or replace any damaged or lost materials or equipment.

## ARTICLE 8

### SPECIAL CONTROLS

#### 8.1 Chemicals

All chemicals used during project construction or furnished for testing or project operation will be required to show approval of the Environmental Protection Agency. The handling, use, storage, and disposal of such materials,



containers, or residues shall be in strict conformance with manufacturer's and/or supplier's instructions. Copies of antidote literature shall be kept at the storage site and at the Contractor's job site office.

## **8.2 Soil Erosion Control**

The Contractor shall be responsible for controlling soil erosion and sedimentation resulting from the Work until all disturbed areas have been permanently stabilized. He shall not allow the Work to cause siltation of any creek, stream, tributary, river, pond, lake, or other body of water. All of the Work shall be accomplished in conformance with the "Manual For Erosion And Sediment Control In Georgia," fifth edition, published by the Georgia Soil And Water Conservation Commission.

## **8.3 Litter and Rubbish**

**The Contractor shall be responsible for maintaining the job site free from litter, rubbish and garbage.** He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents.

## **8.4 Periodic Clean-Up; Basic Site Restoration**

**8.4.1 During construction, the contractor shall regularly clean the site and remove all accumulated debris and surplus materials of any kind which result from his operations.** Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project. The Contractor shall periodically clean all exposed surfaces that have become soiled or marked. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder; and any excess asphalt from paving operations. **All clean up shall be performed to the satisfaction of the Project Manager.**

**8.4.2** When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders and debris shall be removed so that the site presents a neat appearance.

**8.4.3 The Contractor shall perform the clean-up work on a regular basis and as frequently as ordered by the Project Manager.** Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Project Manager, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

**8.4.4** Upon failure of the contractor to perform periodic clean-up and basic restoration of the site to the Project Manager's satisfaction, the Project Manager may, upon five (5) days prior written notice to the Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting there from shall be charged to the Contractor and deducted from the amounts of money that may be due him.

## ARTICLE 9

### TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC-FLOW

#### 9.1 Compliance With Regulations

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Georgia State Department of Transportation, the MUTCD, White County and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., for the protection of traffic on public roadways and any detours required by the Work. All street/lane closures require applications for permit five days in advance of requested closing.

#### 9.2 Spillage

All dirt or other material spilled from the Contractor's vehicles on existing pavements shall be removed by the Contractor whenever, in the opinion of the Project Manager, the accumulation is sufficient to cause the formation of mud, dust, interference with traffic, or create a traffic hazard.

## ARTICLE 10

### EQUIPMENT AND MATERIALS

#### 10.1 Quality

All construction materials and products will be furnished from Georgia Department of Transportation certified suppliers and shall conform to the current Georgia Department of Transportation Standards and Specifications.

#### 10.2 Delivery Schedule

Equipment and materials to be incorporated in the Work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the Work, and they shall be delivered, as nearly as feasible, in the order required for executing the Work. Deliveries shall be scheduled to minimize space and time requirements for storage of materials and equipment at the job site.

#### 10.3 Storage

The Contractor shall store his equipment and materials at the job site in accordance with the manufacturer's recommendations and as directed by the Project Manager. He shall not store unnecessary materials or equipment on the job site and shall prevent any structure from being overloaded and endangering the safety of his or White County personnel. The Contractor shall enforce the instructions of the Owner and the Project Manager regarding the posting of regulatory signs for loading on structures, fire safety and smoking areas.

#### 10.4 Quality Assurance

All quality assurance controls including sampling and testing shall be performed in accordance with the current building codes. The Contractor shall be responsible for all tests, sampling and approvals as required by said specification.

The Contractor shall assume full responsibility for arranging and obtaining such inspection tests or approvals, pay all costs in connection therewith and furnish the Project Manager the required certificates of inspection, testing or approval. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs, in connection with any inspection tests, approvals, mix designs, etc....required by the Project Manager. The cost of all

inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be included in the Contract Price.

If any Work (including the work of others) that is to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing, or approval, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.

Neither observations by the Project Manager nor inspections, test or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

## ARTICLE 11

### FINAL CLEAN-UP; SITE RESTORATION

#### 11.1 Cleaning

Before finally leaving the site, the Contractor shall clean all exposed surfaces that have become soiled or marked. The Contractor shall remove from the site of the Work all accumulated debris and surplus material of any kind which result from his operation, including construction equipment, tools, sheds, sanitary fixtures, etc. This includes but is not limited to vegetation bladed off of roadway onto the shoulder; milled asphalt or aggregate left in road, gutter or on shoulder; and any excess asphalt from paving operations. All clean up shall be performed to the satisfaction of the Project Manager. The completed project shall be turned over to the Owner in a neat and orderly condition.

#### 11.2 Damage

All damage as a result of work under the Contract to existing structures, pavement, driveways, curbs & gutters, sidewalks, utility poles, utility pipelines, conduits, drains, catch basins, fences, and including other obstructions not specifically mentioned herein, shall be repaired.

All property line monuments disturbed in the prosecution of the work shall be reset by a professional land surveyor licensed by the State of Georgia, at the Contractor's expense

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 467144-Travelers-23-030

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Yunex LLC

6110 Parkway North Drive  
Cumming, GA 30040

### OWNER:

(Name, legal status and address)

White County Board of Commissioners - Road Department  
675 Truelove Rd.  
Cleveland, GA 30528

### SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183-6014  
State of Inc: Connecticut

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of Amount Bid (5%)

### PROJECT:

(Name, location or address, and Project number, if any)

Providing and Installing Street Signs on 23 County Roads - CP340—913-1 (2024)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of August, 2023

Yunex LLC

(Principal)

(Seal)

(Witness)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Witness) Jessica Richmond

(Title)

Jennie Goonie, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jennie Goonie of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By:   
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of August, 2023.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## Board of Commissioners

Travis C. Turner, Chairman • Terry D. Goodger, District 1 • Lyn Holcomb, District 2 • Edwin Nix, District 3 • Craig Bryant, District 4

Addendum No. 1

Request for Bids

PROJECT NO. CP340 – 913 – 1 (2024)  
New Roadway Signage on 23 County Roads  
Throughout White County

TO: ALL PROSPECTIVE BIDDERS

DATE: JULY 24, 2023

This addendum forms a part of the proposal and contract documents and modifies the original documents as noted below. Per the contract instructions, acknowledge receipt of this addendum by including a signed copy with the bid submittal. Failure to do so may subject the bidder to disqualification.

This addendum consists of (1) page, which modifies the bid opening schedule

### REVISIONS

Bid Opening Date: Thursday, August 17, 2023

Bid Opening Time: 8:30 AM (EST)

Bid Opening Location: County Commission Board Room - 1235 Helen Hwy. Cleveland, GA 30528

**This Concludes Addendum No. 1 in its Entirety**

1235 Helen Highway • Cleveland, GA 30528 • Phone: (706) 865-2235 • Fax: (706) 865-1324

[www.whitecountyga.gov](http://www.whitecountyga.gov)

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## PROJECT ROADWAY LIST

Priority	County Road Name	Inventory Number	From:	To:	Signs	Speed Limit (mph)	Road Width	Length (miles)
1	Skitts Mtn. Rd.	10	SR 254	Hall County Line	X	45	20	3.04
2	Lynch Mtn. Rd.	101	SR 255	Habersham County Line	X	N/A	16	2.58
3	Collins Rd.	40	US 129	Westmoreland Rd.	X	N/A	20	1.00
4	Westmoreland Rd.	204	SR 284 (Shoal Creek)	SR 254	X	45/55	20	6.20
5	Town Creek Rd.	200	Lumpkin County Line	SR 115	X	50	22	6.27
6	Joe Black Rd.	91	Asbestos Rd.	SR 75 N.	X	40	20	2.35
7	Albert Reid Rd.	84	US 129	Asbestos Rd.	X	45	20	4.00
8	Cooley Woods Rd.	21	Post Rd.	Black Rd.	X	45	20	1.50
9	Adair Mill Rd.	127	US 129	Town Creek Rd.	X	35	20	3.25
10	Sandy Flats Rd.	147	Town Creek Rd.	Lumpkin County Line	X	NA	16 to 22	2.40
11	New Bridge Rd.	9	SR 384	Skitts Mtn. Rd.	X	45	20	4.96
12	Post Rd.	201	Old Hwy. 75	SR 254	X	45	20	4.85
13	Webster Lake Rd	4	SR 384	SR 254	X	55	20	3.89
14	Ricky West Rd	34	Bill Presley Rd.	May White Rd.	X	25	16	1.28
15	Hulsey Mill Rd	39	Bill Presley Rd.	Ray Palmer Rd.	X	35	20	0.69
16	Lothridge Rd	398	SR 254	SR 115	X	45	20	3.24
17	Tesnatee Gap Valley Rd	122	SR 115	US 129	X	50	20	4.22
18	Tom Bell Rd	78	SR 75 (Helen Hwy.)	SR 75 (Helen Hwy.)	X	40	20	2.30
19	Charlie Thomas Rd	123	Town Creek Rd.	Tesnatee Gap Valley Rd	X	NA	12 to 16	1.62
20	Davidson Rd	28	Lothridge Rd.	Mary Davidson Rd.	X	NA	12	0.57
21	Thunder Ridge Dr	257	SR 115	Mt. View Dr.	X	25	20	1.15
22	Asbury Mill Rd	117	SR 115	SR 115	X	45	20	4.25
23	Partin Rd	49	Tommy Cowart Rd.	US 129	X	25	20	0.91





# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** Future Transit Service Approval for White County

**For Meeting Date:** 8/28/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Other

**Submitted By:** Barbara Overton, Senior Center Director

**Attachments:** Yes  **If yes, please list each file name below:**

1. Transit Service PPT
2. GMRC/GDOT Regional Transit Plan Exec Summary
3. \_\_\_\_\_

---

**Purpose:**

Requesting approval to apply for Section 5311 funding to support providing Transit in White County in FY2025.

**Background / Summary:**

- Transit is the most requested service at the Senior Center that is not currently provided our county.
- GMRC/GDOT Regional Transit Plan recommends start up of Transit Program utilizing Section 5311 Funding.
- Section 5311 Funding provides a 50/50 match with county funds to support transit services.

**Department Recommendation:**

Barbara Overton supports proceeding with the Section 5311 funding application for FY2025 which is due in September 2023.

**Options:**

- N/A

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

- Consider the need for TDP based on the information provided. Meanwhile, identify the true cost and a funding mechanism.



**White County**  
Georgia

Request for Transit in White County

# The Need for Transit Service in White County

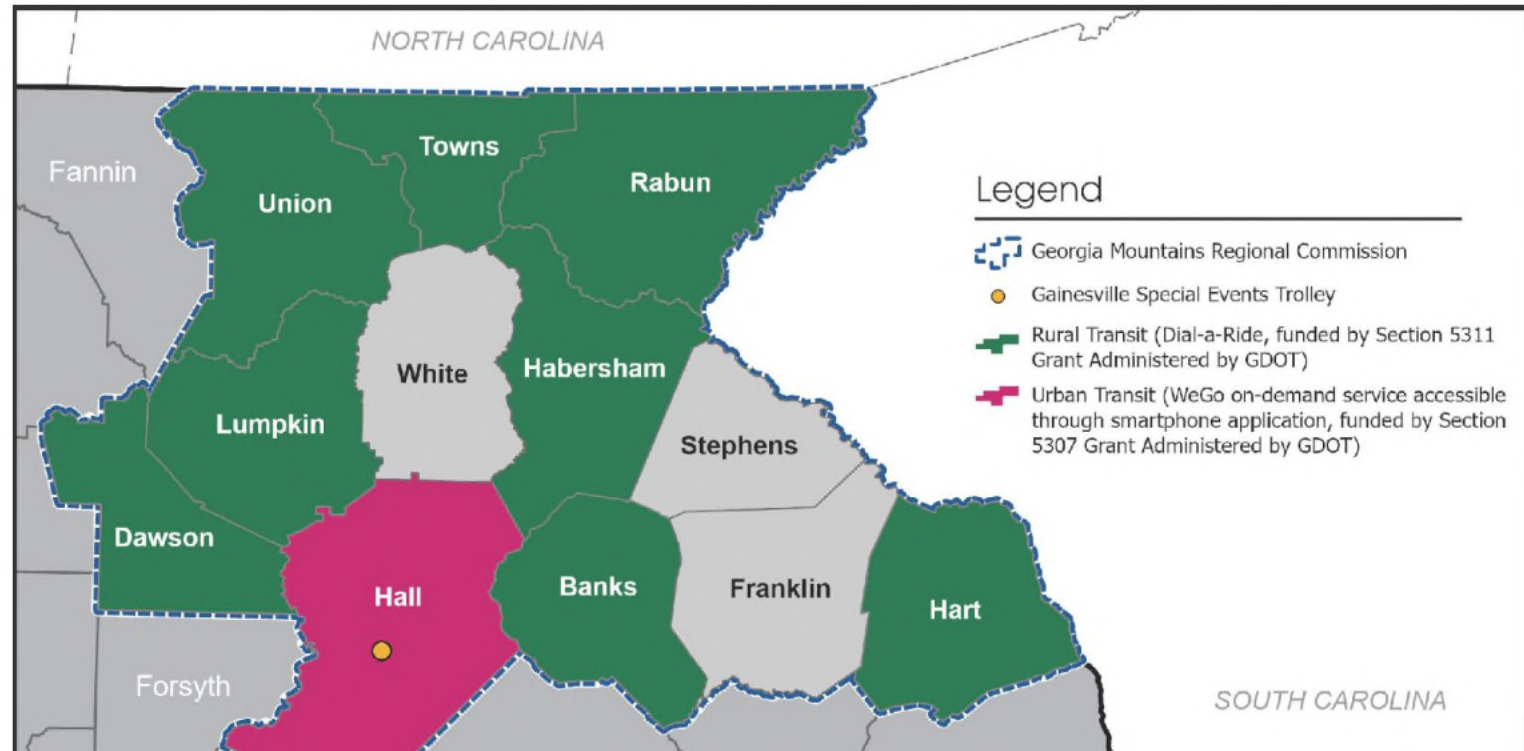
- Transportation assistance is the most common request received by Senior Center staff for which we do not have existing service in White County (both for seniors and other citizens in the community).
- The Senior Center provides 3600 trips per year (300 per month) to seniors to and from the Center.
- Some community members have made providing transportation to those in need a mission and feel compelled to help others out of the goodness of their hearts.
  - One couple's experience includes the following:
    - Assisting up to 15 people regularly
      - no vehicle/transportation options (permanent or temporary)
      - drive locally, but cannot or do not drive out of immediate area
      - no family in the area to ask for assistance
  - Providing 20-25 transports per month (medical and/or errands/shopping)



**White County**  
Georgia

## About the Georgia Mountains Region

The Georgia Mountains Region includes 12 counties as shown below. All but three of the counties (Franklin, Stephens, and White) have transit services funded by grants administered by GDOT, including Section 5311 (Rural Area program) and Section 5307 (Urbanized Area program, which only applies to Hall County). Hall Area Transit provides on-demand service throughout Hall County via a smartphone application called WeGo. Within Downtown Gainesville, Hall Area Transit also operates a special events trolley in the downtown area.



# Transit in the Area

- Regional Transit Development Plan (TDP) for the Georgia Mountain Region Adopted 2/23/2023 at GMRC meeting. Executive Summary included in Board packet.
- This TDP is the result of several months of collecting data, conducting surveys, reviewing the current state of transit and developing alternatives and recommendations for our 12 county region.
- White County is one of three counties (including, Stephens and Franklin) which currently do not currently have GDOT administered public transit.
- Banks, Dawson, Habersham, Hart, Lumpkin, Rabun, Towns and Union have GDOT administered Dial-a-Ride public transit (Section 5311 funded).
- Hall County has a GDOT administered public transit system (Section 5307 funded).

# Recommendations from TDP

The GMRC/GDOT TDP (Transit Development Plan) included the following recommendations related to White County:

- Expand service area for Hall County Transit to include White County.
- Habersham and White form multi-county transit authority.
- White County starts up new transit program with Section 5311 funding.

# Findings From TDP

January 2023

Regional Transit Development Plan | Alternatives Analysis and Recommendations Report

## 2.4.12 White County

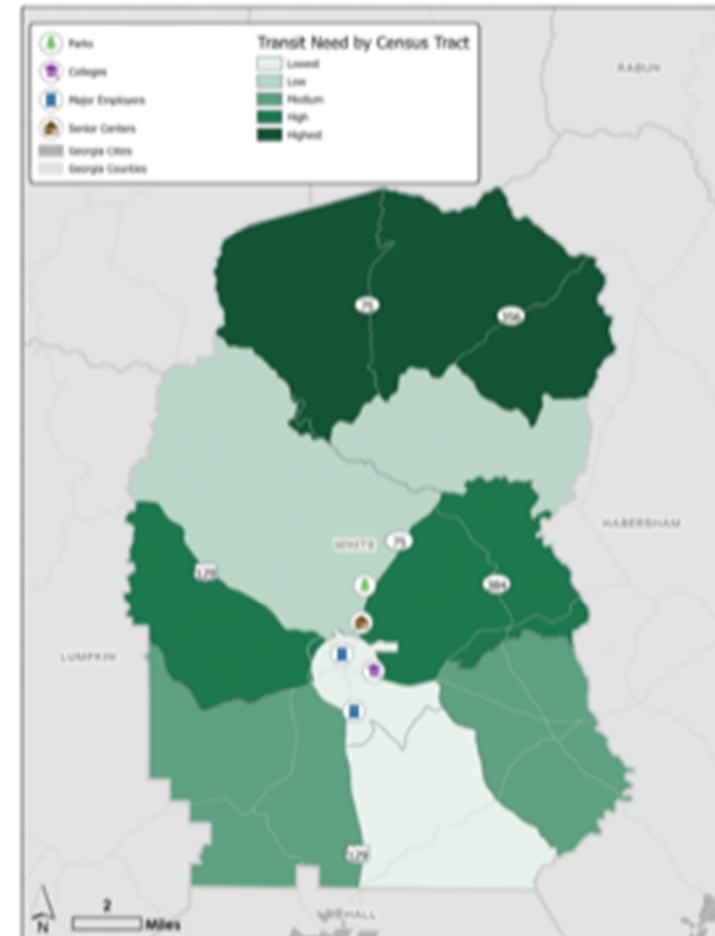
White County is centrally located within the Georgia Mountains Region; it is surrounded by Towns, Habersham, Hall, Lumpkin, and Union Counties. The population in 2020 was 29,962 people. By 2040, the county's population is projected to increase by 22.6 percent to 36,736 people. The highest transit-dependent populations are located in the northern portion of White County, including the areas along Highways 75 and 356. High transit need areas are located east and west of Cleveland, GA, east of Highway 75 and south of Highway 129.

Human services transportation is available for seniors and other qualifying residents, but transit available to the general public is not currently provided in White County; however, it is surrounded by counties with public transit, including Towns, Habersham, Hall, Lumpkin, and Union Counties. These counties provide county-wide demand-response services.

Table 13: White County Transit Demand

	Existing (2020)	Future (2040)
Population	29,962	36,736
Existing Trips Provided (2019)	0	N/A
<b>Rural Transit Demand</b>		
Total Rural Trip Demand	34,171	50,406
Unmet Rural Trip Demand	34,171	N/A

Figure 18: White County Transit Propensity





# GDOT Administered 5311 Funding

Section 5311 funding is from the Federal Transit Association (FTA) and GDOT administers the distribution of funds throughout the state for local transportation/transit in rural areas. Section 5307 funding is for urban areas (Hall County).

- Section 5311 funding is a 50/50 match with county funds for transportation.
- Counties with transit programs can purchase vehicles through a GDOT program. \$10,000 per vehicle is the county share for a 10-12 passenger van with wheelchair lift. (it is roughly, 10% County, 10% GDOT and 80% FTA funding for these vehicles)
- The useful life of a vehicle for GDOT transit purposes is 5 years or 150,000 miles. After a vehicle reaches one of those limits, the county is eligible to purchase the vehicle for a deeply discounted rate (currently less than \$8,000).
- The recommendation to contract with Hall County would not be included in 5311 funding.
- September 2023 is when requests for 5311 funding is due for FY2025 transit operations.



# Other Counties with Transit in our Region

County	Transit Budget	5311 Funding	# of Vehicles	# of Trips Provided Annually	Department
Banks	\$134,958	\$67,479	2	1,938	Senior Center
Dawson	\$310,000	\$155,000	4	10,624	Senior Center
Habersham	\$160,000	\$80,000	2	6,984	Facilities Dept
Hart	\$150,000	\$75,000	2	7,309	Senior Center
Lumpkin	\$206,670	\$103,335	2	2,593	Public Works
Rabun	\$297,700	\$148,850	4	5,373	Senior Center
Towns	\$125,148	\$62,574	2	3,906	EMS
Union	\$158,250	\$79,125	2	4,076	Social Services



# Estimated Costs from TDP

January 2023

Regional Transit Development Plan | Alternatives Analysis and Recommendations Report

**Table 20: Cost Estimates for Establishing New Services by County**

	Franklin County	Stephens County	White County
<b>Fare</b>	\$3.00	\$3.00	\$3.00
<b>Days</b>	Mon-Fri	Mon-Fri	Mon-Fri
<b>Hours</b>	6:00 AM – 7:00 PM	6:00 AM – 7:00 PM	6:00 AM – 7:00 PM
<b>Vehicles</b>	2	3	3
<b>Annual Vehicle Hours</b>	4,300	4,800	5,5600
<b>Annual Vehicle Miles</b>	58,300	65,700	75,900
<b>Annual Ridership</b>	6,800	7,700	8,900
<b>Annual O&amp;M Costs</b>	\$141,140	\$162,477	\$188,132
<i>Fares</i>	\$8,915	\$10,262	\$11,883
<i>Federal Share</i>	\$70,570	\$81,239	\$94,066
<i>Purchase of Service</i>	\$18,942	\$21,805	\$25,248
<i>Local Share</i>	\$42,714	\$49,171	\$56,935
<b>One-Time Capital Costs</b>	\$158,400	\$237,600	\$237,600
<i>Federal Share</i>	\$126,720	\$190,080	\$190,080
<i>State Share</i>	\$15,840	\$23,760	\$23,760
<i>Local Share</i>	\$15,840	\$23,760	\$23,760

## 4.1.1.2 Service Areas

The transit agencies listed below only service locations within their county boundaries:

- Habersham County Transit
- Hall Area Transit
- Lumpkin County Transit
- Union County Transportation

Throughout the Georgia Mountains Region TDP development process, a common theme has been that people throughout the region need access to Gainesville for its many places of employment, hospitals, shopping, and other activities. Hall Area Transit currently only operates within the county's boundaries. Banks County, Dawson County, and Rabun County currently offer trips from their counties into Hall County.

Dawson County and Lumpkin County have the highest intercounty trips within the region. Thus, it makes sense that these two transit providers could benefit from a partnership. For instance, if these providers decide to use a central dispatching program, the program would be able to optimize trip scheduling in order to accommodate the greatest number of riders. This would work similar to a ridesharing smartphone application that identifies where the vehicle is located in real-time, and information is sent to that vehicle driver to communicate where the next passengers require pick-up.

# Regional Transit Development Plan

## Georgia Mountains Region

### Executive Summary

Adopted February 23, 2023



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## List of Acronyms

<b>DCH</b>	Georgia Department of Community Health
<b>DHS</b>	Georgia Department of Human Services
<b>FTA</b>	Federal Transit Administration
<b>GCO</b>	Georgia Commute Options
<b>GDOT</b>	Georgia Department of Transportation
<b>GMRC</b>	Georgia Mountains Regional Commission

<b>LEP</b>	Limited English Proficiency
<b>MPO</b>	Metropolitan Planning Organization
<b>PAC</b>	Project Advisory Committee
<b>SWTRP</b>	Statewide Transit Plan
<b>TDP</b>	Transit Development Plan
<b>UNG</b>	University of North Georgia



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# 1.0 Overview

The Georgia Mountains Region Transit Development Plan (TDP) is a guide for the Georgia Mountains Regional Commission (GMRC) and 12 counties within the Georgia Mountains Region, along with their implementation partners, to work together to advance a regional transit system that aligns with the regional transit vision and goals. The plan provides robust documentation of mobility conditions within the region and identifies next steps to advance specific transit service recommendations and, where relevant, alternative service options that require further regional consideration. The overarching goal of the TDP is to ensure public transit accessibility to all in the region with particular focus on residents who are transit dependent.

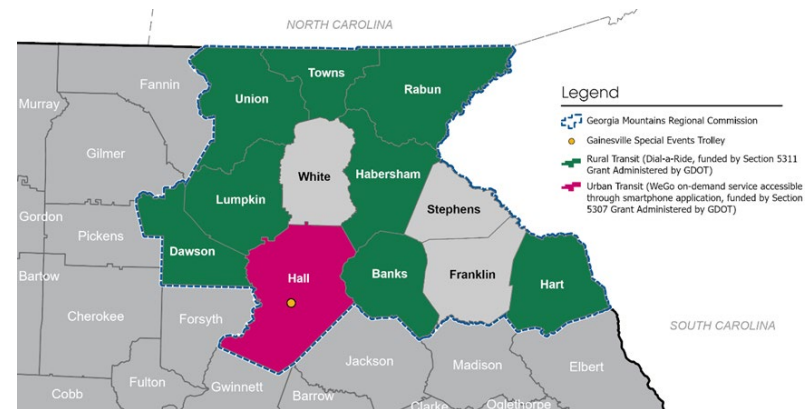
This Executive Summary provides an overview of the Georgia Mountains Region TDP planning process and key components, including the existing conditions assessment, needs analysis and alternatives assessment, and implementation recommendations. Companion plan documents include the **Existing Conditions Report**, the **Alternatives Analysis and Recommendations Report**, and the supporting Appendix, documenting stakeholder and public input and activities.

## 1.1 Regional Context

The Georgia Mountains Region, located in northeast Georgia, includes the major transportation corridors of I-85, I-985/US 23, and US 19/Georgia 400. The region consists of 12 counties: Banks, Dawson, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union, and White, as shown in Figure 1. The Georgia Mountains Region is bordered by North Carolina to the north and South Carolina to the east.

In 2020, the Georgia Mountains Region’s total population was 485,535 residents. The Georgia Governor’s Office of Planning and Budget projects the region’s population to increase by about 30 percent to 643,971 by 2050. The region’s population is most densely concentrated in the southern counties, with the highest population density in Hall County’s cities of Gainesville, Flowery Branch, and Oakwood.

Figure 1: Georgia Mountains Region Context



## 1.2 Impetus for Regional TDP

The Georgia Department of Transportation’s (GDOT’s) Statewide Transit Plan (SWTRP) and its TDP Guidebook laid the groundwork for the Georgia Mountains Region TDP. A primary recommendation of the SWTRP was the development of regional transit plans throughout the state of Georgia to comprehensively identify transit needs, coordination, and implementation actions across county boundaries. The GMRC is one of the first regions to go through the regional TDP process as a GDOT-funded project.

# Statewide Transit Planning Context





## Georgia Statewide Transit Plan (SWTRP)

The SWTRP was an extensive effort to document and assess existing transit conditions and needs throughout the state and develop a set of implementable recommendations. The SWTRP included a long-term vision statement and five overarching goals for the future of transit in Georgia. As champions of the SWTRP, local and regional transit agencies each play a role in bringing the vision to fruition.

### Vision Statement

Improve the quality of life and economic opportunities for all Georgians by supporting an innovative, connected, reliable, and accessible multimodal public transportation network.

### Goals

-  Provide a safe and sustainable public transit network
-  Optimize public transit programs to best meet public transit systems' and travelers' needs
-  Ensure public transit coverage across the state to support mobility and access for all
-  Connect rural transit to regional and urban centers
-  Leverage innovation and technology to support public transit ridership and performance

## GDOT Transit Development Plan Guidebook

The Georgia Department of Transportation TDP Guidebook is a resource to help transit agencies, regional commissions, Metropolitan Planning Organizations, and other organizations with their long-term planning for transit investments. The Guidebook provides detailed direction regarding processes and analyses that make up a robust transit plan. The TDP Guidebook laid the foundation for Georgia Mountains Regional TDP process and content.



### 1.3 Planning Process

The GMRC TDP project commenced in January 2022 and spanned a 13-month period. A project study team, comprised of GDOT, GMRC, and the consultant team, shepherded the process from start to finish, with monthly meetings to keep the project on schedule. The planning process kicked off with the establishment of a schedule, a public and stakeholder engagement plan, and review of existing conditions and trends. Figure 2 shows the five key phases of the planning process.

Figure 2: Planning Phases



The first months of the planning process included the launch of outward-facing project communications and a GDOT-hosted website, data collection and existing conditions analysis, and the identification key stakeholders to participate in a Project Advisory Committee (PAC) and stakeholder interviews. Interviews verified current transit services within jurisdictions, uncovered unmet mobility needs, and identified challenges or barriers to improving access to transit across the region.

From May to July 2022, several project milestones occurred:

1. GDOT and GMRC held the first round of public and stakeholder input in the form of an in-person PAC meeting and public meeting, followed by an online input period and survey. The input period introduced people to the planning process and goals, helped identify needs and opportunities, and expanded upon data analysis. A total of 110 people responded to the survey.
2. The project study team finalized the Existing Conditions Report, which included a detailed profile of each of the GDOT-administered transit systems in the region.
3. The project study team drafted the regional transit vision and goals statements.

The following key activities occurred in late summer and early fall 2022:

1. The project study team finalized the regional transit vision and goals statement.

2. GDOT and GMRC held the second round of public and stakeholder input via a virtual PAC meeting and two virtual public meetings, followed by an online input period and survey. The input period vetted the priority of different regional transit goals and collected input on potential alternatives and implementation opportunities. A total of 224 people responded to the survey.
3. The project study team conducted several analyses to evaluate transit needs and inform the alternatives development. These analyses considered population density, areas with higher-than-average proportions of vulnerable populations, unmet transit demand of the existing transit systems, and commuter trip demand. The project study team developed over 30 alternatives that address demand-response system performance, commuting, and administration of transit programs. Alternatives were refined into a prioritized list of recommendations. The Needs Assessment, Alternatives Analysis and Evaluation, and final Recommendations are captured in the Alternatives Analysis and Recommendations Report.

The planning process culminated with a public review period in late 2022 and a presentation of the plan to the GMRC Board in early 2023, in anticipation of the plan's adoption. Following adoption, the plan will serve as an implementation guide and tool to access additional funding that will be required to implement the plan.

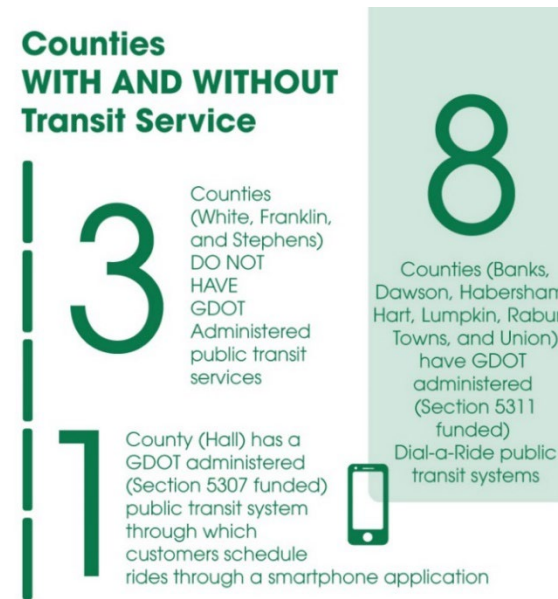
## 2.0 Existing Transit Services

Nine of the twelve counties within the Georgia Mountains Region have GDOT-administered public transit services. Eight of the existing services are traditional rural demand-response systems that operate a Dial-a-Ride program, while the ninth existing service (operated by Hall Area Transit in partnership with a private entity called Via) is categorized as microtransit. Hall Area Transit’s WeGo transit program can be booked on-demand via a smartphone application, while the Dial-a-Ride systems typically require appointments to be scheduled at least 24 hours in advance.

Hours of service vary but are generally during business hours on weekdays; evening and weekend service are currently unavailable. Fares are either distance based or destination specific, and all services provide transportation to any location within the county, with some counties providing additional out-of-county services to regional destinations such as Gainesville. Table 1 provides information about the existing transit services, including which agencies serve locations outside of their county jurisdiction.

The eight rural transit agencies receive funding through the Federal Transit Administration’s (FTA) Section 5311 rural area formula grant program. Gainesville, located in the service area of Hall Area Transit, is classified as a “small-urbanized area” according to the FTA and receives funding through the urbanized area formula grant, Section 5307. Figure 3 depicts the types of transit systems in the Georgia Mountains Region.

Figure 3: Existing Transit Service by County



The Georgia Department of Community Health (DCH) and the Georgia Department of Human Services (DHS) also provide transit services in the Georgia Mountains Region. These services are available only to specific groups, such as low-income families, seniors, and individuals with disabilities. These services play a critical role in helping residents access jobs, healthcare, and other essential needs. GDOT’s mission is to expand mobility options for all members of the public, so this TDP primarily focuses on public transit services available to all residents.

**Table 1: Transit System Characteristics by County**

County	Name of Transit Agency	Unlinked Transit Trips (2019)	Operating Hours	Fleet Size	Service Area
Banks	Banks County Transit	3,695	8:00 AM – 4:00 PM	2 vehicles	Throughout Banks County and locations outside of the county
Dawson	Dawson Transit	11,042	8:00 AM – 4:00 PM	4 vehicles	Throughout Dawson County and locations outside of the county
Franklin	<i>No public transit system</i>	N/A	N/A	N/A	N/A
Habersham	Habersham County Transit	4,374	7:00 AM – 4:00 PM	2 vehicles	Throughout Habersham County
Hall	Hall Area Transit	156,242	6:00 AM – 9:00 PM	17 vehicles	Throughout Hall County
Hart	Hart County Public Transit	9,025	8:00 AM – 4:00 PM	2 vehicles	Throughout Hart County and locations outside of the county
Lumpkin	Lumpkin County Transit	5,431	8:15 AM – 3:15 PM	2 vehicles	Throughout Lumpkin County
Rabun	Rabun Transit	8,195	8:00 AM – 4:30 PM	4 vehicles	Throughout Rabun County and locations outside of the county
Stephens	<i>No public transit system</i>	N/A	N/A	N/A	N/A
Towns	Towns County Transit	3,632	8:00 AM – 4:30 PM	2 vehicles	Throughout Towns County and locations outside of the county
Union	Union County Transportation	6,180	8:00 AM – 4:30 PM	2 vehicles	Throughout Union County
White	<i>No public transit system</i>	N/A	N/A	N/A	N/A

### 3.0 Existing Conditions Overview

The project study team performed a thorough analysis of existing conditions, resulting in the report included in the **Existing Conditions Report**. The team identified trends and opportunities that will shape the future of transit in the region by evaluating relevant plans and studies, demographic and socioeconomic trends, transportation and transit system characteristics, and current funding allocations.

#### 3.1 Existing and Future Trends Analysis

During the Georgia Mountains Region’s population growth of the last few decades, the population has also become older and more diverse. Relative to the state of Georgia percentages, the region contains higher-than-average proportions of households below the poverty line, persons with disabilities, and senior citizens. Each of these groups are considered transit-dependent populations. Additionally, minority groups comprise one-quarter of the regional population and are more likely to use or depend upon transit services. **Error! Reference source not found.** shows the percentages of each transit-dependent demographic compared to the Georgia statewide average.

Of all GMRC counties, Hall County makes up the largest percentage of the region’s total labor force. Manufacturing is currently the top industry, making up 21 percent of the region’s total industry mix. Food manufacturing and processing are particularly prevalent. Gainesville is known as the poultry capital of the world. Some of the major employers include Fieldale Farms, Kubota, and Pilgrim’s Pride. Jobs tend to be concentrated within municipalities or along major transportation routes, such as the I-985/US 23 corridor from Hall County into Habersham County.

The Northeast Georgia Inland Port, a major investment by the Georgia Ports Authority, is expected to open in 2024 and will provide a direct route via Norfolk Southern to export poultry and manufactured goods from Hall County to the Port of Savannah. It is expected to bring 700 jobs and generate additional private investment. The Northeast Georgia Health System is another top employer that anticipates growth in the coming years, with a new tower at the Northeast Georgia Medical Center in Gainesville as well as a new location for the Northeast Georgia Medical Center Lumpkin facility.

**Table 2: Georgia Mountains Region and State Statistics for Transit-Dependent Populations**

Demographic Category	Regional Average	Statewide Statistic	Regional Average Above or Below State Statistic
Minority Individuals	24.2%	42.8%	Below
Households Below the Poverty Line	13.6%	10.6%	Above
Individuals with Limited English Proficiency (LEP)	2.3%	5.4%	Below
Disabled Persons	16.0%	12.5%	Above
Zero-Car Households	3.2%	6.3%	Below
Seniors	20.9%	13.9%	Above

Source: U.S. Census Bureau, American Community Survey, 2016-2020 5-Year Estimates



### 3.2 Key Destinations and Development Patterns

In addition to jobs, other types of key destinations include small downtown areas, medical facilities, schools, and parks and natural areas. The region has 11 colleges and universities, some with multiple campuses scattered around the region. The University of North Georgia’s (UNG) Dahlonega campus has the highest enrollment of higher education facilities within the region with its 2021 enrollment of approximately 19,000 students. The Appalachian Mountains and the Chattahoochee-Oconee National Forest are found in the northern half of the region, and Lake Lanier and Lake Hartwell are major recreational lakes and water supply reservoirs. Gainesville has the highest concentration of medical facilities, and though some other medical facilities are present throughout the region, patients requiring specialty care often need to travel to Gainesville.

### 3.3 Comparison to Peer Transit Agencies

To provide a point of comparison with peer transit agencies, the project study team analyzed service characteristics of various peer transit systems outside of the Georgia Mountains Region. Most of these peer systems operate dial-a-ride van services at comparable fares and similar hours to the existing services in the Georgia Mountains Region. In addition to service characteristics, the comparative analysis looked at several performance measures, such as total vehicle revenue miles and cost per trip for both GMRC and peer transit systems. This analysis indicated that the counties of the Georgia Mountains Region are performing on par with comparable transit agencies. More details are available in the **Existing Conditions Report**.

Figure 4: Major Destinations



## 4.0 Regional Transit Vision and Goals

The regional transit vision and goals resulted from an extensive analysis of existing conditions, a thorough review of public and stakeholder engagement forums, and an understanding of the larger regional and state context for transit development.

Levels of participation varied between the PAC meetings, public meetings, and online surveys, but the feedback gleaned from these tools led to the following conclusions:

- Staffing issues and fleet availability have produced a shortage of transit services relative to demand.
- Residents desire more coverage, easier ride scheduling, greater connectivity, and better publicization of available transit services.
- Community members expressed interest in using transit to commute to work, run errands, access medical care, and participate in tourism and/or nightlife in nearby population centers.
- Employers are considering providing transit via public-private partnerships to meet workforce travel needs.

With these considerations in mind, the project study team developed the vision statement shown in **Error! Reference source not found..**

Figure 5: Georgia Mountains Regional TDP Vision Statement



To guide the implementation of the TDP and ensure progress toward this vision, the team also created the goals listed and described in **Error! Reference source not found..**

**Figure 6: Georgia Mountains Regional TDP Goals**

- Goal 1: Resource-Sharing and Awareness Building**

Promote regional cooperation and resource-sharing to enable efficiencies, expand transit coverage across the region, and raise awareness of the on-demand transit options.
- Goal 2: Connections to Essential Services**

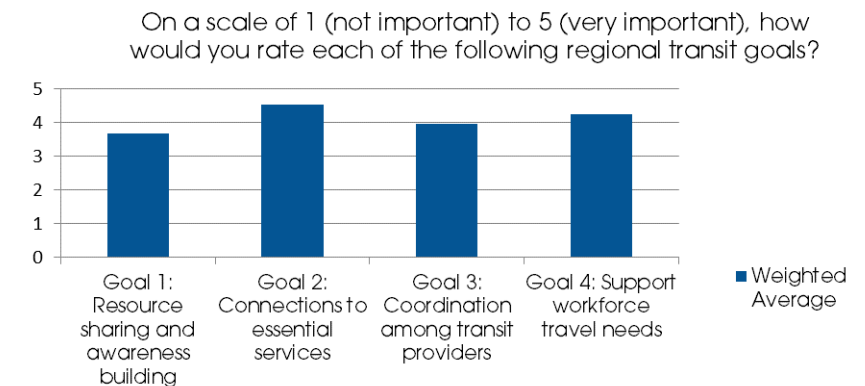
Provide local and regional transit connections to essential services and daily needs, including jobs, hospitals and medical facilities, and activity centers.
- Goal 3: Coordination among Transit Providers**

Coordinate with other transit systems to facilitate safe and efficient travel to key destinations across county and state lines.
- Goal 4: Support Workforce Travel Needs**

Coordinate with major employers, business associations, and local chambers to support and promote transportation alternatives to single-occupancy vehicles.

These goals were presented to the PAC at a virtual meeting and to the public in two virtual meetings and an online survey. Members of the PAC participated in a poll to rate the importance of each goal from 1 to 5, with 5 being very important. Goals 2, 3, and 4 each received an average score of 4.3 or greater from the PAC, while Goal 1 received an average score of 3.8, indicating that it was still important to stakeholders. Similarly, the public considered all goals important, with Goal 2 and 4 garnering the highest support, as shown in **Error! Reference source not found.**

**Figure 7: Community Survey Rankings of TDP Goals**



## 5.0 Needs, Recommendations, and Implementation

The project study team developed a range of alternatives to improve transit service and coverage around the Georgia Mountains Region based on a needs analysis.

Transit needs were identified through qualitative and quantitative methods, including stakeholder and public input, reviewing previous plans, such as the SWTRP and Hall Area Transit's 2017 TDP, and several technical analyses. Using methodologies established by the Transportation Research Board's *Transit Cooperative Research Program*, the project study team evaluated several indicators of transit need, such as population density, transit-dependent populations, unmet demand of the existing transit services, and demand for commuter trips. The Needs Assessment helped the project study team understand the landscape of current and potential transit users in the region. Ideas for increasing ridership are covered in detail in the **Alternatives Analysis and Recommendations Report**.

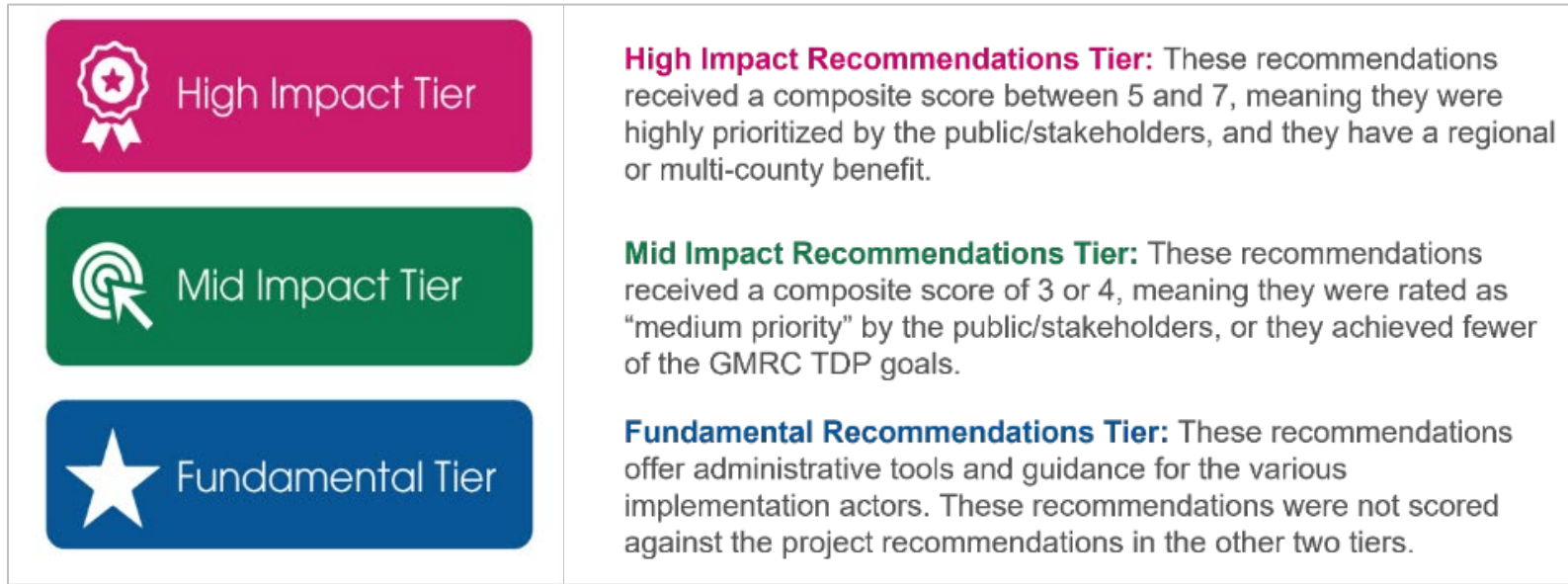
The PAC played an integral role in helping to evaluate the merits and feasibility of each transit alternative. Public feedback collected via two virtual public meetings held in September 2022 and an online survey helped further vet alternatives. Feedback from the PAC and the public factored into the scoring methodology that was utilized to rank and prioritize the final list of recommendations. Other scoring criteria included: 1) alignment with the SWTRP goals and objectives, and 2) compatibility with each of the Georgia Mountains TDP goals. This methodology yielded a maximum composite score of seven points.

### 5.1 Implementation Tiers

To help with prioritization and implementation, the consultant team organized the recommendations into tiers based on their composite score. Recommendations with a score greater than 5 are considered "high impact," and those that received a score of 3 or 4 are considered "mid impact." None of the evaluated alternatives scored lower than a 3. An additional tier of recommendations, characterized as the "fundamental tier," consists of a set of administrative tools and initiatives that cannot be directly compared to recommendations that propose changes to existing transit services or the addition of new services.

While high-impact recommendations are anticipated to have the greatest impact and reach, mid-impact recommendations may be easier to implement in the short term since they may not require as much coordination between multiple jurisdictions or other partners. All recommendations will require local government endorsement and administrative capacity-building to move forward.

Figure 8: Implementation Tiers



**Table 3: High Impact Demand-Response Recommendations**

Project ID	Category	Recommendation
SA-2-B	Expansion	Expand the service area for Hall Area Transit to include White County. White County would contract with Hall Area Transit to provide public transit in their jurisdiction.
T-1-A	Enhancement	Rural transit providers implement Let's Ride application for trip scheduling and fare payment.
TH-2-A	Enhancement	Locate a transit passenger facility in an underutilized parking lot in Habersham County and market it as a location to catch AM/PM rides to and from Gainesville. Habersham County Transit expands its service area into Hall County.
S-2-A	Enhancement	Hall Area Transit initiates a weekend service from 7:00 AM to 2:00 PM on Saturdays.
SA-2-C	Expansion	Dawson Transit and Lumpkin County Transit: Sign a cooperative agreement to provide trips between each county. Consider bringing scheduling and dispatching for both agencies under one program.
RE-1-A	Expansion	Regionalize transit across the Georgia Mountains Region.
RE-1-B	Expansion	Regionalize transit among the southern counties in the region (Lumpkin, Dawson, White, Habersham, and Banks).
SA-1-A	Expansion	Hart, Franklin, and Stephens Counties form a multi-county transit authority.
SA-1-B	Expansion	Habersham and White County form a multi-county transit authority.
SA-1-C	Expansion	Dawson and Lumpkin County form a multi-county transit authority.
SA-3-A	Expansion	Establish a transit program to provide for students requiring transportation between UNG Dahlongega and UNG Gainesville (Hall Area Transit, Lumpkin County Transit, and UNG partnership).

**Table 4: Mid Impact Demand-Response Recommendations**

Project ID	Category	Recommendation
EF-1-A	Enhancement	Justify service expansion with higher fares for out-of-county trips.
EF-1-B	Enhancement	Set up fare structure with increasing unit cost for different mileage thresholds outside of "core service area," e.g., Lumpkin County.
R-1-A	Expansion	White County starts up a new rural transit program with Section 5311 funding.
R-1-B	Expansion	Franklin County starts up a new rural transit program with Section 5311 funding.
R-1-C	Expansion	Stephens County starts up a new rural transit program with Section 5311 funding.
S-2-B	Enhancement	Expand Hall Area Transit's service to 24 hours a day, 7 days a week.
T-2-A	Enhancement	Allow for recurring reservations and offer fare discounts through a subscription option.
T-3-A	Enhancement	Lumpkin County Transit conducts a year-long microtransit pilot program.
TH-1-A	Enhancement	Promote the underutilized Gainesville Park-and-Ride to UNG students and faculty, and work with UNG to extend their shuttle service to the Park-and-Ride.
EF-2-A	Enhancement	Lumpkin County Transit partners with UNG to promote discounted transit rides to local destinations. Student ID cards to be swiped as payment.
EF-2-B	Enhancement	Hall Area Transit provides WeGo voucher codes to UNG and Lanier Tech students.
EF-2-C	Enhancement	Offer a reduced-fare program for seniors (65+), disabled individuals, or individuals requiring specialized healthcare visits on a recurring basis.
S-1-A	Enhancement	All transit providers extend service hours from 6:00 AM to 6:00 PM.

## 5.2 Demand-Response Modifications

Demand response refers to a transit system where passenger trips are generated by calls from passengers or their agents to the transit operator, who then dispatches a vehicle to pick the passengers up and transport them to their destinations. Most recommendations in this TDP are focused on improvements to demand-response services since that is the predominant type of transit in the Georgia Mountains Region.

The high impact recommendations for demand-response services are covered in **Error! Reference source not found.**, and mid-impact recommendations for demand-response service are listed in **Error! Reference source not found.** These recommendations are further categorized by whether they are a “service expansion” or a “service enhancement.” Service expansion recommendations take the form of new service in counties that currently do not offer public transit, coordination between adjacent service providers to increase their geographic reach, and the creation of a regionalized service. Service enhancement recommendations are geared toward increasing the efficiency, reliability, ease-of-use, and safety of the public transit service. Additional implementation details are included in the **Alternatives Analysis and Recommendations Report**.

## 5.3 Commuter Service

Commuting refers to a person’s travel between a residence and a place of employment. The Georgia Mountains Region currently does not have any dedicated commuter services. GDOT’s Travel Demand Model indicates that there is significant demand between Hall County and surrounding counties outside the region. In 2017, the daily commuter transit demand from Hall County to Gwinnett County was over 1,700 trips, and this number is expected to grow to over 4,700 trips in 2050. Demand for commuter transit trips from Jackson County into Hall County also warrants monitoring, as the daily demand is 659 trips, which amounts to almost 200,000 annual trips.

Tables 5 and 6 identify commuter service recommendations.

**Table 5: High Impact Commuter Recommendations**

Project ID	Recommendation
C-1-A	Public-private partnership between Hall Area Transit and large employers to offer employer-specific shuttles.
C-4-A	Extend Gwinnett County Transit Commuter Route 101 into Hall County.

**Table 6: Mid Impact Commuter Recommendations**

Project ID	Recommendation
C-2-A	GMRC, in partnership with GCO, organizes a vanpool program.
C-2-B	Gainesville-Hall MPO partners with GCO to start a vanpool program, which would include Jackson County.
C-3-A	Hall Area Transit offers shuttles to Gwinnett Park-and-Ride in AM/PM.
C-3-B	Hall Area Transit offers shuttles to Forsyth Park-and-Ride in AM/PM.

## 5.4 Administrative Tools and Guidance

Table 7 lists recommendations related to administrative tools and guidance (fundamental tier). These recommendations identify ways that GDOT and GMRC can provide support to local transit agencies on planning, marketing, and funding. This TDP carries forward a key recommendation from the SWTRP, which is the creation of a new “Regional Mobility Manager” position at the Georgia Mountains Regional Commission. The person serving in this role would support implementation of the TDP, coordinate future stakeholder meetings, and facilitate best practice sharing. This recommendation should be a high priority for implementation, given its importance to the execution of remaining recommendations.

**Table 7: Fundamental Tier Recommendations**

Project ID	Recommendation
ATG-1	GMRC hires a Regional Mobility Manager.
ATG-2	GMRC organizes a central website with robust information on each transit agency, including links or phone numbers to schedule trips.
ATG-3	GMRC organizes a listserv and resource sharing portal to be accessible by transit agencies, GDOT staff, and GMRC staff.
ATG-4	GMRC and GDOT partner on a marketing campaign for 6 months to raise awareness about transit offerings.
ATG-5	GDOT holds targeted workshops in the counties without rural public transit.

## 5.5 Funding

Funding is an essential factor for TDP implementation. Federal funding (FTA Section 5311 and Section 5307) makes up the largest single source of funding for most transit agencies. State and local sources of funding may also be available, such as GDOT contributions to capital expenditures, local general funds, special transportation taxes, fares, leveraged income from other transportation programs, and others.

## 5.6 Next Steps

Throughout this planning process, Georgia Mountains Region transit agencies emphasized the need for greater collaboration. The PAC established for this planning process was a starting point for bringing transit agencies together. Future stakeholder meetings, following the adoption of this plan, will be integral for advancing the TDP vision and goals. This TDP’s primary recommendation is to identify resources to dedicate consistent GMRC staff time to advancing the regional transit vision and goals, and, ultimately, to work toward hiring a Regional Mobility Manager. The “Six-Month Action Plan” section of the **Alternatives Analysis and Recommendations Report** identifies additional initiatives that GMRC should prioritize in the near term. As plan implementation advances, all TDP initiatives should be monitored to track progress and effectiveness and to facilitate plan refinement in the future.





# White County

Georgia

**July 2023**

Pre-Audit

**Monthly Financial Report**

**August 28, 2023**



# General Fund Revenues & Expenditures

**FY2024 Approved Budget = \$27,983,509**

## July - Pre-Audit

**Revenues - \$ 1,129,643**

**Expenditures - \$ 2,349,694**

## YTD

**Revenues - \$ 1,129,643 (4%)**

**Expenditures - \$ 2,349,694 (9%)**

**1 months of 12 = 8%**



# FY2020 – 2024 Alcohol Taxes & Fees

**FY2024 Budget = \$156,840      6% Rec'd**

Description	FY2020	FY2021	FY2022	FY2023 Pre-Audit	FY2024 Pre-Audit
License Fees	\$45,435	\$42,258	\$42,412	\$ 49,596	\$ 0
Excise Tax	\$86,457	\$102,169	\$98,094	\$ 100,078	\$ 9,194
<b>Total Alcohol Fees &amp; Taxes</b>	<b>\$131,892</b>	<b>\$144,427</b>	<b>\$140,506</b>	<b>\$ 149,674</b>	<b>\$ 9,194</b>



# FY2020 – 2024 TAVT (Title Ad Valorem Tax)

**FY2024 Budget = \$1,900,000      10% Rec'd**

Month	FY2020	FY2021	FY2022	FY2023 Pre-Audit	FY2024 Pre-Audit
JUL	\$136,306	\$153,972	\$160,887	\$161,796	\$180,825
AUG	\$144,099	\$152,696	\$166,466	\$182,277	
SEP	\$135,669	\$131,587	\$175,054	\$169,663	
OCT	\$117,060	\$130,468	\$149,876	\$133,911	
NOV	\$109,057	\$110,052	\$141,044	\$163,468	
DEC	\$116,593	\$144,212	\$178,495	\$146,906	
JAN	\$145,633	\$135,662	\$122,128	\$164,670	
FEB	\$113,050	\$150,507	\$160,983	\$158,073	
MAR	\$135,855	\$187,822	\$188,453	\$208,550	
APR	\$77,925	\$185,809	\$156,077	\$151,766	
MAY	\$113,550	\$179,239	\$167,551	\$155,830	
JUN	\$134,243	\$155,585	\$188,531	\$173,528	
<b>TOTALS</b>	<b>\$1,479,040</b>	<b>\$1,817,611</b>	<b>\$1,955,545</b>	<b>\$1,970,438</b>	<b>\$180,825</b>



# FY2020 – 2024 Local Option Sales Tax

**FY2024 Budget = \$4,550,000      9% Rec'd**

Month	FY2020	FY2021	FY2022	FY2023 Pre-Audit	FY2024 Pre-Audit
JUL	\$262,785	\$297,868	\$373,325	\$406,727	\$414,648
AUG	\$286,083	\$312,028	\$400,728	\$432,997	
SEP	\$254,983	\$536,860	\$353,260	\$370,726	
OCT	\$256,146	\$303,063	\$333,517	\$382,268	
NOV	\$268,171	\$327,889	\$371,966	\$434,395	
DEC	\$255,898	\$302,201	\$367,858	\$383,378	
JAN	\$266,878	\$332,728	\$379,436	\$417,954	
FEB	\$229,921	\$271,627	\$305,170	\$325,798	
MAR	\$210,195	\$259,792	\$304,125	\$319,169	
APR	\$228,103	\$320,464	\$363,527	\$367,135	
MAY	\$213,733	\$319,636	\$359,678	\$368,755	
JUN	\$268,557	\$342,165	\$369,094	\$386,787	
<b>TOTAL</b>	<b>\$3,001,453</b>	<b>\$3,926,321</b>	<b>\$4,281,684</b>	<b>\$4,596,089</b>	<b>\$414,648</b>



# FY2020 – 2024 Hotel / Motel Tax

**FY2024 Budget - \$2,375,000 8% Rec'd**

Month	FY2020	FY2021	FY2022	FY2023 Pre-Audit	FY2024 Pre-Audit
JUL	\$104,588	\$120,932	\$176,808	\$176,867	\$195,798
AUG	\$125,026	\$176,030	\$267,524	\$222,704	
SEP	\$83,767	\$124,013	\$190,448	\$161,576	
OCT	\$95,041	\$160,567	\$183,901	\$172,494	
NOV	\$123,552	\$174,828	\$188,515	\$247,179	
DEC	\$99,301	\$170,745	\$230,510	\$190,034	
JAN	\$98,634	\$148,085	\$176,886	\$165,397	
FEB	\$59,018	\$98,423	\$126,946	\$131,564	
MAR	\$50,630	\$105,446	\$117,928	\$114,009	
APR	\$46,562	\$131,277	\$171,026	\$122,786	
MAY	\$17,970	\$135,444	\$123,877	\$154,619	
JUN	\$72,217	\$156,170	\$171,676	\$148,020	
<b>TOTAL</b>	<b>\$976,306</b>	<b>\$1,701,960</b>	<b>\$2,126,045</b>	<b>\$2,007,249</b>	<b>\$195,798</b>



# Separate Funds FY2024 Budget to Actual

## July 2023 - Pre-Audit

Fund	Total Budget	Cost to Gen Fund	Revenues YTD	Expenditures YTD	% Spent
Solid Waste	\$180,420	\$0	\$8,480	\$21,238	12%
E-911	\$1,372,999	\$750,000	\$235,075	\$100,525	8%
ARDEO	\$909,595	\$0	\$4,090	\$33,645	4%
Enotah Judicial	\$1,397,714	\$326,481	\$226,032	\$33,452	2%



# 2020 SPLOST

**Start Date: December 2020**

**End Date: November 2026**

**July 2023 is 32nd month of 72**

**Receipts = \$ 691,119**

**1% County Administration Fee = \$ 6,911**

**Cleveland & Helen portions = \$ 136,841 each**

**County portion = \$ 410,526**

**Earmarked Debt Service Funds = \$ 65,000**

**Project Fund Account = \$ 345,526**





# SPLOST2020 Receipts

**Calendar Year History - Total To Date \$19,073,078**

MONTH	2020	2021	2022	2023	2024	2025	2026
JAN	-	\$554,546	\$632,394	\$702,001			
FEB	-	\$452,713	\$508,617	\$542,956			
MAR	-	\$432,988	\$506,875	\$532,035			
APR	-	\$534,107	\$605,877	\$622,417			
MAY	-	\$532,726	\$599,464	\$604,603			
JUN	-	\$570,279	\$615,157	\$644,907			
JUL	-	\$622,210	\$677,879	\$691,119			
AUG	-	\$667,881	\$721,663				
SEP	-	\$588,768	\$617,383				
OCT	-	\$555,862	\$630,001				
NOV	-	\$619,945	\$723,945				
DEC	\$503,663	\$613,097	\$645,000				-
<b>TOTAL</b>	<b>\$503,663</b>	<b>\$6,745,122</b>	<b>\$7,484,255</b>	<b>\$4,340,038</b>			



**White County**  
Georgia

# **QUESTIONS & COMMENTS**