



**BULLOCH COUNTY
BOARD OF COMMISSIONERS**

AGENDA • AUGUST 16, 2022

Regular Meeting

North Main Annex Community Room

8:30 AM

115 North Main St, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

RESOURCE PERSON/FACILITATOR: Chairman Thompson

II. INVOCATION AND PLEDGE

RESOURCE PERSON/FACILITATOR: Commissioner Deal

III. ROLL CALL

RESOURCE PERSON/FACILITATOR: Clerk of the Board

IV. APPROVAL OF GENERAL AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

V. PUBLIC HEARING- PROPOSED PROPERTY TAX INCREASE

RESOURCE PERSON/FACILITATOR: Chairman Thompson

VI. PUBLIC COMMENTS

RESOURCE PERSON/FACILITATOR: Audience

VII. PRESENTATION

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Paula Hall

VIII. CONSENT AGENDA

RESOURCE PERSON/FACILITATOR: Chairman Thompson

1. Minutes Approval: Tuesday August 2nd, 2022 05:30 PM
2. Minutes Approval: Wednesday August 3rd, 2022 11:30 AM
3. 2422: Motion to approve the replacement of the audio and visual system for the State Court Room.
4. 2424: Motion to approve the renaming of the two sections of County Road No. 779 a/k/a Randy Lowery.

5. 2432: Motion to approve the supplemental agreement #2 for additional scope of services for Heath & Lineback Engineering in the amount of \$51,500.
6. 2433: Motion to enter into a contract with Lavender & Associates for a guaranteed maximum price for North Main Annex renovations.
7. 2435: Motion ant an alcoholic beverage license for retail beer and wines sales to Megan Collins, TA Operating LLC, located at 2930 Highway 301 South, Register, Georgia 30452.
8. Approve appointment of Tal Johnson to the Development Authority to serve a term beginning August 16, 2022 through June 30, 2023 and the appointment of Greg Proctor to serve a term beginning August 16, 2022 and ending June 30, 2025.
9. Motion to approve a contract renewal by and between Bulloch County Board of Commissioners d/b/a Bulloch County Correctional Institute and Inmate Calling Solutions, LLC d/b/a ICSolutions (ICS).

IX. NEW BUSINESS

1. 2421: Motion to approve 12 portable radios, shoulder mics, and programming from MAC to outfit career and volunteer firefighters.

RESOURCE PERSON/FACILITATOR: Interim Fire Chief

2. Approve a Resolution to Impose a Moratorium on Selected Residential Re-Zoning Applications in Southeast Bulloch County

X. WORK SESSION- SANITATION STUDY

1. Presentation from MSW Consultants

XI. COMMISSION AND STAFF COMMENTS

RESOURCE PERSON/FACILITATOR: Chairman Thompson et al

XII. ADJOURN

RESOURCE PERSON/FACILITATOR: Chairman Thompson



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • AUGUST 2, 2022

Regular Meeting

North Main Annex Community Room

5:30 PM

115 North Main St, Statesboro, GA 30458

I. CALL TO ORDER, WELCOME MEDIA AND VISITORS

Chairman Thompson welcomed guests and called the meeting to order.

II. INVOCATION AND PLEDGE

Commissioner Gibson gave the invocation and Pledge of Allegiance.

III. ROLL CALL

Mrs. Olympia Gaines, Clerk of the Board, performed the roll call for the commissioners and staff.

| Attendee Name | Title | Status | Arrived |
|-----------------|---------------|---------|---------|
| Ray Mosley | Commissioner | Present | |
| Anthony Simmons | Commissioner | Present | |
| Curt Deal | Commissioner | Present | |
| Roy Thompson | Chairman | Present | |
| Walter Gibson | Commissioner | Present | |
| Jappy Stringer | Commissioner | Present | |
| Timmy Rushing | Vice-Chairman | Present | |

The following staff were present: County Attorney Jeff Akins, Planning and Development Director James Pope, Chief Financial Officer Kristie King, Assistant County Manager Cindy Steinmann, Human Resources Director Cindy Mallett, Public Safety Director Ted Wynn, Public Works Director Dink Butler, Assistant EMS Director Brian Hendrix, Interim Fire Chief Ben Tapley, Statesboro-Bulloch Parks and Recreation Director Eddie Canon, Community Relations Manager Broni Gainous, and Sheriff Noel Brown.

IV. APPROVAL OF ZONING AGENDA

Planning and Development Director James Pope stated the applications submitted by Greg Sikes and Elizabeth Williamson have been withdrawn by the applicants. Chairman Thompson asked for a motion to approve the Zoning Agenda as modified by Mr. Pope.

1. A motion was made to approve the Zoning Agenda as modified by Mr. Pope.

Minutes Acceptance: Minutes of Aug 2, 2022 5:30 PM (Consent Agenda)

RESULT: Approved [Unanimous]
MOVER: Ray Mosley, Commissioner
SECONDER: Anthony Simmons, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

2. 2407 : Caitlynn Hill submitted an application for a conditional use to allow a manufactured home to be located on a HC parcel.

Planning and Development Director James Pope stated an application was submitted by Caitlynn Hill for a conditional use to allow a manufactured home to be located on a HC parcel. The property is located at 14839 Old River Road South, parcel number 158 000024A 000. There was no one signed up to speak on the request (See Exhibit #2022-172). Mr. Pope stated the item was deferred at the July 5, 2022 meeting to address concerns regarding the property. He stated the gas tanks on the property did not turn up any issues.

Ms. Hill stated she plans to clean up the property, but did not have plans to tear down the old convenience store if she did not have to.

Mr. Pope stated the applicant would need to bring everything into compliance prior to issuing permits.

Commissioner Simmons clarified that the applicant would need to bring the old store into compliance if it is to remain on the property.

Without further discussion, a motion was made to approve a conditional use to allow a manufactured home to be located on a HC parcel.

RESULT: Approved [Unanimous]
MOVER: Anthony Simmons, Commissioner
SECONDER: Ray Mosley, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

3. 2408: Christopher F. Akins submitted an application to rezone 172.29 acres from HC to LI for the purposes of constructing two warehouses/logistics facilities with associated trailer parking.

Planning and Development Director James Pope stated an application was submitted by Christopher F. Akins to rezone 172.29 acres from HC to LI for the purposes of constructing two warehouses/logistics facilities with associated trailer parking. The property is located on Neville Dairy Road, parcel number 050 000037 002. There were five people signed up to speak on the request (See Exhibit #2022-173). Jason Chambless and Thomas Hutton acted as agents.

Mr. Pope stated the item was deferred at the July 5, 2022 meeting. He stated the staff recommended approval.

Mr. Chambless stated they have met with both the County and City officials regarding road construction and water and sewer systems.

Harry Kitchen with Foxfield Company, the developer of the project, stated they have worked with GDOT to get 700 sq ft of right-of-way on Neville Dairy Road dedicated to the County. He stated the request is less dense than the HC zoning designation.

Alicia Newton expressed her opposition to the request. Ms. Newton asked who would be responsible for monitoring the impacts on the adjacent property owners. She stated she is concerned with impacts on property values, encroachment on the wetlands, erosion, light and noise pollution, and run-off. Ms. Newton asked when will the studies be available to the public. She stated the condition of Neville Dairy Road with the current traffic

is already dangerous and asked if the County had plans to increase the maintenance level for Jo Dan Road and Beasley Road. She stated she is not opposed to progress, but asked the Board to consider impacts on the residents of the area.

Connie Palfy expressed her opposition to the request. She asked the Board to represent the voice of all citizens. Ms. Palfy stated the request will alter the characteristics of the area. She echoed similar concerns of Ms. Newton.

Kristi Benton expressed her opposition to the request. She stated the request takes away the desire of those who want to live in rural areas. Ms. Benton asked the Board to consider the residents of the area.

Mr. Kitchen stated the request will improve access to Neville Dairy Road with left and right lane turns. He stated the team will comply every process and ensure what needs to be done is completed.

After some discussion, a motion was made to approve the rezone of the subject property from HC to LI with conditions (See Exhibit #2022-174).

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Curt Deal, Commissioner |
| SECONDER: | Anthony Simmons, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

4. 2409 : James H. & Jerry Rushing submitted an application to rezone 19 acres from HC to LI for the purpose of constructing two warehouses/logistics facilities with associated trailer parking.

Planning and Development Director James Pope stated an application was submitted by James H. & Jerry Rushing to rezone 19 acres from HC to LI for the purposes of constructing two warehouses/logistics facilities with associated trailer parking. The property is located at 135 Neville Dairy Road, parcel number 050 000036 000. There were five people signed up to speak on the request (See Exhibit #2022-175). Jason Chambless and Thomas Hutton acted as agents.

Mr. Pope stated this item was deferred at the July 5, 2022 meeting. He stated the staff recommends approval with conditions.

Alicia Newton expressed her opposition to the request. She asked if the County put any accommodations in place to buffer the adjacent residents from light pollution and the maintenance of the road.

Connie Palfy expressed her opposition to the request. She echoed similar sentiments of Ms. Newton.

Harry Kitchen, Jason Chambless, and Kristi Benton deferred making any comments.

After some discussion, a motion was made to approve the rezone of the subject property from HC to LI with conditions (See Exhibit #2022-176).

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Timmy Rushing, Commissioner |
| SECONDER: | Jappy Stringer, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

5. 2406: Burktown, LLC., submitted an application for a streetlight tax district for Burktown Crossing Subdivision.

Planning and Development Director James Pope stated an application was submitted by Burktown, LLC., for a streetlight tax district for Burktown Crossing Subdivision. The property is located near Highway 80 and Burkhalter Road, parcel number 122 000069B003. Russell Jones acted as agent.

Mr. Pope stated the applicant has full ownership of the development and a public hearing is not required for this item. He stated the applicant is proposing 79 lots.

Without further discussion, a motion was made to adopt a resolution to approve a streetlight tax district for Burktown Crossing Subdivision (See Exhibit #2022-177).

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Curt Deal, Commissioner |
| SECONDER: | Timmy Rushing, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

6. 2410: Eagle Creek Construction submitted an application to rezone 42.5 acres from AG-5 to R-25 for the development of a single-family subdivision.

Planning and Development Director James Pope stated an application was submitted by Eagle Creek Construction to rezone 42.5 acres from AG-5 to R-25 for the development of a single-family subdivision. The property is located at 6417 Arcola Road, parcel number 163 000018 000. There were eight people signed up to speak on the item (See Exhibit #2022-178). John Dotson acted as agent.

Mr. Pope stated the property is currently being used for agricultural and forestry purposes. He stated the staff recommends denial of the request based on the Comprehensive Plan's Future Development Map's current designation of the property as rural-open space.

Mr. Dotson stated the developer is proposing a layout of 44 single-family homes. He stated the wetlands will not be disturbed and they would like the wooded area to act as a buffer. Mr. Dotson stated they would like consideration on condition #4, to allow vinyl siding as an exterior finish, condition #10, removal of the master landscaping plan, and condition #22, removal of the requirement for a sidewalk system. He also asked for the removal of the requirement for a traffic study.

Bubba Hunt, the owner of Eagle Creek Construction, stated Bulloch County is in dire need of affordable homes. He stated with all of the economic developments happening in the area and surrounding area, the County will need to decide how they will proceed in order to meet the upcoming demands for housing.

Dennis Akins expressed his opposition to the request. He stated he farms the adjacent property and is concerned as a farmer about the potential complaints from the residents of the subdivision. Mr. Akins stated the traffic is already unbearable and the request will have a great impact on the school system and public safety.

Gwinea Burns expressed her opposition to the request. She stated the request would alter the characteristics of the area. Ms. Burns stated it would also impact response times for public safety.

Wanda Akins expressed her opposition to the request. She stated she is not opposed to growth, but believes the request will alter the characteristics of the area.

Dianne Smith stated the area where the septic tanks will go borders her property and the property stays saturated when the weather is bad. She also stated traffic on the road is dangerous.

Lane Kennedy echoed similar comments about concerns about traffic and speeding. She stated she would like for the subdivision to have a Homeowner's Association and covenants.

Andy Hart stated the request is a good example of spot zoning. He stated the Board needs to think about long-term planning instead of spot zoning.

After some discussion, a motion was made to deny the rezone of the subject property from AG-5 to R-25.

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Curt Deal, Commissioner |
| SECONDER: | Ray Mosley, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

7. 2412: Judy Williams and Lloyd & Lavinia Hollingsworth submitted an application for a conditional use to allow a facility to host private and public functions.

Planning and Development Director James Pope stated an application was submitted by Judy Williams and Lloyd & Lavinia Hollingsworth for a conditional use to allow a facility to host private and public functions. The property is located at 1883 Mill Creek Road and 2503 Mill Creek Road, parcel numbers 120 000016 001 and 120 000016 000. There was no one signed up to speak on the request (See Exhibit #2022-179). Chris Robinson acted as agent.

Mr. Pope stated the applicant would like to use the current structure on the property to host private and public events. He stated parking will be provided in front of the home.

After some discussion, a motion was made to approve a conditional use to allow a facility to host private and public functions with conditions (See Exhibit #2022-180).

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Ray Mosley, Commissioner |
| SECONDER: | Anthony Simmons, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

8. 2417: JCT Investments, LLC submitted an application to rezone 10.62 acres from HC & R-40 to R-3 to allow a multi-family residential development.

Planning and Development Director James Pope stated an application was submitted by JCT Investments, LLC to rezone 10.62 acres from HC & R-40 to R-3 to allow a multi-family residential development. The property is located at 6110 Burkhalter Road and 7360 Harville Road, parcel numbers MS88000014 000, MS88000015, and MS88000016 000. There was no one signed up to speak on the request (See Exhibit #2022-181). Steve Rushing of Taulbee, Rushing, Snipes, Marsh, and Hodgins acted as agent.

Mr. Pope stated the applicant owned the three lots and is proposing to put 91 lots consisting of townhomes. He stated staff met with the applicant and his agent to clarify the language in the conditions.

Attorney Steve Rushing stated his client, JCT Investments, LLC, is attempting to address the demand for affordable housing. He stated the access/entrances have been approved by the Georgia Department of Transportation (GDOT). Mr. Rushing stated the development follows the County's Comprehensive Plan for the area and his client is in support of the conditions.

After some discussion, a motion was made to approve the rezone of the subject property from HC & R-40 to R-3 with conditions (See Exhibit #2022-182).

RESULT: Approved [**Unanimous**]
MOVER: Anthony Simmons, Commissioner
SECONDER: Timmy Rushing, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

9. 2413: Georgia Transmission Corporation submitted an application for a conditional use to allow a commercial cryptocurrency mining operation.

Planning and Development Director James Pope stated the applicant has requested that the item be deferred to the September 6, 2022 meeting.

Without further discussion, a motion was made to defer the item to the September 6, 2022 meeting.

RESULT: Approved [**Unanimous**]
MOVER: Curt Deal, Commissioner
SECONDER: Timmy Rushing, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

10. 2414: Bulloch County Planning and Development Department proposes to amend Appendix C, Article 8, Section 802 of the Bulloch County Zoning Code of Ordinances to allow Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Sales, Repair and Maintenance use to be allowed in the Light Industrial zoning district and conditionally allowed in the Highway Commercial zoning district.

Planning and Development Director James Pope stated an application was submitted by Bulloch County Planning and Development Department to amend Appendix C, Article 8, Section 802 of the Bulloch County Zoning Code of Ordinances to allow Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Sales, Repair and Maintenance use to be allowed in the Light Industrial zoning district and conditionally allowed in the Highway Commercial zoning district. There was no one signed up to speak on the request (See Exhibit #2022-183).

Mr. Pope stated the text amendment will give more flexibility in the LI zones and it will allow different levels of commercial activity in those zones.

Without further discussion, a motion was made to recommend approval to amend Appendix C, Article 8, Section 802 of the Bulloch County Zoning Code of Ordinances to allow Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Sales, Repair, and Maintenance use to be allowed in the Light Industrial zoning district and conditionally allowed in the Highway Commercial zoning district (See Exhibit #2022-184).

RESULT: Approved [**Unanimous**]
MOVER: Walter Gibson, Commissioner
SECONDER: Timmy Rushing, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

V. APPROVAL OF GENERAL AGENDA

Chairman Thompson called for changes and/or modifications to the General Agenda. He asked to modify the General Agenda by adding a brief Presentation. Hearing no further modifications, Chairman Thompson called for a motion to approve the General Agenda with the modification he requested.

1. A motion was made to approve the General Agenda with the modifications requested by Chairman Thompson.

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Timmy Rushing, Commissioner |
| SECONDER: | Jappy Stringer, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

VI. PRESENTATION

Chairman Thompson asked County Engineer Brad Deal to provide an update on an issue involving a historical sign for the Croatian Community. He stated he was asked to take action regarding the placement of a church sign in front of the historical sign for the Croatian Community.

Mr. Deal stated the Georgia Department of Transportation (GDOT) is investigating the placement of the church sign in its right-of-way. He stated GDOT believes the sign may have been placed without proper permitting.

Chairman Thompson thanked Mr. Deal for the update.

VII. PUBLIC HEARING- PROPOSED ABANDONMENT OF A PORTION OF COUNTY ROAD NO. 779 A/K/A RANDY LOWERY ROAD

Chairman Thompson stated the next item on the agenda was a Public Hearing for the proposed abandonment of a portion of County Road No. 779 a/k/a Randy Lowery Road. He called for a motion to open the floor for questions and/or comments regarding the proposed abandonment of a portion of County Road No. 779 a/k/a Randy Lowery Road.

1. A motion was made to open the floor to the public for questions and/or comments regarding the proposed abandonment of a portion of County Road No. 779 a/k/a Randy Lowery Road.

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Anthony Simmons, Commissioner |
| SECONDER: | Jappy Stringer, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

Mr. Warren Holland stated his family submitted a petition to abandon a portion of County Road No. 779 a/k/a Randy Lowery Road due to issues with littering, illegal activity, and the condition of the road.

There were no public comments.

2. A motion was made to close the floor to the public for questions and/or comments regarding the proposed abandonment of a portion of County Road No. 779 a/k/a Randy Lowery Road.

RESULT: Approved [**Unanimous**]
MOVER: Timmy Rushing, Commissioner
SECONDER: Jappy Stringer, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

3. 2405: A motion was made to approve the adoption of a resolution to abandon a portion of County Road No. 779 a/k/a Randy Lowery Road (See Exhibit #2022-185).

RESULT: Approved [**Unanimous**]
MOVER: Timmy Rushing, Commissioner
SECONDER: Walter Gibson, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

VIII. PUBLIC COMMENTS

Chairman Thompson called for public comments from the audience at large or in writing.

There were no public comments.

IX. CONSENT AGENDA

A motion was made to approve the Consent Agenda as presented.

RESULT: Approved [**Unanimous**]
MOVER: Curt Deal, Commissioner
SECONDER: Anthony Simmons, Commissioner
AYES: Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing

1. Minutes Approval: Tuesday July 19th, 2022 08:30 AM
2. Executive Session Minutes July 19, 2022
3. 2418: Approve a Professional Services Agreement between Bulloch County Board of Commissioners and BH3, LLC (See Exhibit #2022-186).
4. 2419: Approve a Professional Services Agreement between Bulloch County Board of Commissioners and Troutman Pepper Strategies (See Exhibit #2022-187).
5. 2420: Approve a Joint Development Authority Intergovernmental Agreement between Bulloch County Board of Commissioners, Bryan County Board of Commissioners, Chatham County Board of Commissioners, Effingham County Board of Commissioners, the Savannah Harbor-Interstate I-16 Corridor Joint Development Authority, Bryan County School District, Bryan County Board of Tax Assessors and Bryan County Tax Commissioner (See Exhibit #2022-188).

X. NEW BUSINESS

1. 2415: Approve purchase order for Custom Truck and Body Works in the amount of \$130,683.00 for ambulance repairs.

Chairman Thompson called on Assistant EMS Director Brian Hendrix to initiate discussion on the matter.

Mr. Hendrix stated an ambulance was totaled in a motor vehicle collision on May 27, 2022. He stated it was determined after evaluation that the chassis was totaled, but the module was in relatively good shape. Mr. Hendrix stated the department is requesting approval for a purchase order for Custom Truck and Body Works to replace the chassis, repair, and reassemble the module for the ambulance. He stated Custom Truck and Body Works is the initial manufacturer of the ambulance and the cost for repairs is \$130,683.00.

After some discussion, a motion was made to approve a purchase order for Custom Truck and Body Works in the amount of \$130,683.00 for ambulance repairs (See Exhibit #2022-189).

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Anthony Simmons, Commissioner |
| SECONDER: | Walter Gibson, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

XI. COMMISSION AND STAFF COMMENTS

Chairman Thompson called for general comments from the commissioners and staff.

Chief Financial Officer Kristie King reminded the Board of the upcoming public hearings.

Assistant County Manager Cindy Steinmann reminded the Board of the upcoming Legislative Conference with ACCG and that they will need to get with Mrs. Gaines for registration.

XII. ADJOURN

Hearing no further comments, Chairman Thompson called for a motion to adjourn the meeting.

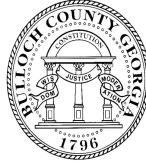
1. A motion was made to adjourn the meeting.

| | |
|------------------|--|
| RESULT: | Approved [Unanimous] |
| MOVER: | Timmy Rushing, Commissioner |
| SECONDER: | Anthony Simmons, Commissioner |
| AYES: | Ray Mosley, Anthony Simmons, Curt Deal, Walter Gibson, Jappy Stringer, Timmy Rushing |

Chairman

Attest: _____
Olympia Gaines, Clerk

Minutes Acceptance: Minutes of Aug 2, 2022 5:30 PM (Consent Agenda)



BULLOCH COUNTY
BOARD OF COMMISSIONERS
MINUTES • AUGUST 3, 2022

Work Session

North Main Annex Community Room

11:30 AM

115 North Main St, Statesboro, GA 30458

I. CALL TO ORDER

Chairman Thompson welcomed guests and called the meeting to order.

| Attendee Name | Title | Status | Arrived |
|-----------------|---------------|---------|---------|
| Ray Mosley | Commissioner | Present | |
| Anthony Simmons | Commissioner | Present | |
| Curt Deal | Commissioner | Present | |
| Roy Thompson | Chairman | Present | |
| Walter Gibson | Commissioner | Present | |
| Jappy Stringer | Commissioner | Present | |
| Timmy Rushing | Vice-Chairman | Present | |

The following staff were present: County Manager Tom Couch (via phone), County Attorney Jeff Akins, Assistant County Manager Cindy Steinmann, Chief Financial Officer Kristie King, Human Resources Director Cindy Mallett, Public Safety Director Ted Wynn, and Sheriff Noel Brown.

II. WORK SESSION- EMPLOYEE RETIREMENT PLAN STUDY GROUP

Chairman Thompson called on the Employee Retirement Plan Study Group to begin their presentation.

The Employee Retirement Plan Study Group introduced the members of the group which is a representative of the following departments: Judicial, Public Safety, Parks and Recreation, Public Works, and Annex staff.

Greg Gease, the ACCG Retirement Representative provided an overview of both the defined contribution retirement plan and the proposed defined benefit retirement plan.

The group discussed various scenarios for both the defined contribution retirement plan and the defined benefit retirement plan.

The Board was in consensus with selecting Scenario 3 of the proposed defined benefit plan to review.

County Manager Tom Couch recommended the Board take sixty days to research and review the selected plan. He stated the Board can then to determine the best method to present the information to staff.

III. COMMISSIONER AND STAFF COMMENTS

Chairman Thompson called for general comments from the commissioners and staff.

There were no commissioners or staff comments.

Minutes Acceptance: Minutes of Aug 3, 2022 11:30 AM (Consent Agenda)

IV. ADJOURN

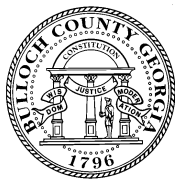
Chairman Thompson adjourn the meeting.

Chairman

Attest: _____

Olympia Gaines, Clerk

Minutes Acceptance: Minutes of Aug 3, 2022 11:30 AM (Consent Agenda)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Judicial

Meeting Date: August 16, 2022

Requested Motion or Item Title:
Motion to approve A/V System Replacement for the State Court Room

Summary / Background Attach Detailed Summary:

StageFront handled the original installation of the Audio-Visual equipment in the State Court. Because technology has progressed so rapidly and some components are no longer serviceable, the system is due for an upgrade.

The proposal for the upgrade of the equipment plus 1 year maintenance is \$106,110. A copy of the proposal and a list of equipment is attached. Approval is recommended.

| Agenda Category | Financial Impact Statement | | |
|-----------------|----------------------------|-----|--|
| Consent Agenda | Budgeted Item? | YES | Amendment or Transfer Required? NO |

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Faye Bragg Pending

Kristie King Pending

Tom Couch Pending

Cindy Steinmann Pending

Board of Commissioners Pending 08/16/2022 8:30 AM



STAGE FRONT
a better plan for AV

Proposal for Audio-Visual Services

STATE COURT COURTROOM AV
SYSTEM UPDATES

Chuck Cooper, Systems Consultant

912.721.5710 direct | 912.398.4644 cell

chuck.cooper@stagefront.net



Bulloch County State Court
ATTN: Joseph L. Cushner, Judge State Court
20 Siebald Street
Statesboro, GA 30458
912-764-8605
jcushner@bullochcounty.net

8/2/2022

RE: State Court - Courtroom Audio Visual Systems Refresh – Revision #1

Judge Cushner,

Please accept the enclosed proposal for Integrated Audio Visual Systems design services for the State Courtroom of Bulloch County project. Thank you for the opportunity to present this to you and for considering Stage Front as a design partner.

The services, scope of work, and fees included here are based on our understanding of the desired functionality of the AV systems and our experience with similar projects.

Once you've reviewed the proposal please call with any questions or to discuss further.

Thank you again for your consideration.

Best Regards,



Chuck Cooper
Systems Consultant

PART I - SCOPE

The Bulloch County State Courtroom AV system has been in service for many years. The current system includes components that are no longer serviceable. In addition to the age-related updates, recent social distancing factors are driving the need for the addition of unified communications (web conferencing) technology. The remote participants may include county inmates or remote council/witnesses.

The courtroom will be equipped with an audio-visual system to accommodate courtroom activities with both local and remote participants. This proposal includes products and services to bring this room up to current functional standards.

The video display system includes a high definition 86" LCD monitor mounted on the jury side wall of the room. Desktop individual monitors are located at the Judge, Clerk, Council, and Witness (annotation) locations for close-up viewing. An owner furnished PC will allow display of court documents as well as serve as the host for the courtroom soft CODEC for video conference applications (video arraignment, remote participants) via WebEx or other web conferencing applications. Two pan/tilt/zoom cameras will be mounted in the courtroom for video conference & future streaming applications. The cameras will be routed through a windowing processor to allow multiple images to be viewed simultaneously by remote participants.

The audio system includes support for video conference applications as well as local voice reinforcement. Surface mounted line array loudspeakers will be mounted on either side of the dais, as well as additional fill speakers for the gallery. Microphones will be located the judge, witness, clerk, defense, and prosecution positions. Additional audio system features include a four-channel court reporter feed plate, digital recording system, and assistive listening for ADA compliance.

A 22" annotation panel and the podium and Witness will allow annotation over the presented material. A HDMI input at the podium will allow connection of portable devices (i.e. Laptop, smartphone, tablet, etc.)

A 10" LCD touch panel will provide practical control of the audio-visual system functions. A small secondary touch panel will locate at the bench for the Judge to mute evidence and conduct sidebars as required. The touch panel will be located at an owner specified location in the room. Control functions include but are not limited to the following:

PART I - SCOPE (CONT.)

- System on/off
- Program audio up/down
- Microphone volume control & mute
- Source Selection

All equipment will be professionally installed, and the completely functional system will be demonstrated to the owner's representatives.

PART II - PRICING & ACCEPTANCE

| COMPONENT | | PRICE |
|--|---------------------------------------|------------------|
| Bulloch County Courtroom (State Court) | | \$104,610 |
| *Estimated 7% sales tax | | N/A |
| Total System Investment | | \$104,610 |
| | | |
| Optional Complete Maintenance Agreements | | Price |
| | Year 1 Complete Maintenance Agreement | \$1,500 |
| | Year 2 Complete Maintenance Agreement | \$3,900 |
| | Year 3 Complete Maintenance Agreement | \$3,900 |
| | | |

TERMS OF SERVICE

Please Note: Pricing includes equipment, shipping, delivery, programming, installation, turn-on, training, and one-year warranty. Necessary permits are not included and if required are the of the Owner.

This proposal is based on current manufacturers' pricing and is good for 45 days. If, after acceptance for this proposal, we are notified of impending price increases we will arrange for early shipment of affected materials to a secured jobsite storage (by you) or to Stage Front warehouse, if you prefer. You will be responsible for secured storage at the jobsite of the materials, unless you opt for storage at the Stage Front warehouse, in which case we will insure the materials until delivery. In either case, you will be invoiced for materials delivered. If storage at a bonded warehouse is required, you will bear that cost.

Delivery: 16 – 20 weeks after receipt of order

FOB: Destination

Terms: Net 30 Days

Prime Contractor agrees that if the cost of supplies/equipment used for a particular Task Order increase by more than 3% as a result of a change in federal law, including but not limited to any new or increased Federal excise tax or duty, Prime Contractor will request a price adjustment from the Customer and will pass the price adjustment to the Subcontractor. Subcontractor will provide Prime Contractor will all the necessary documentation to support the adjustment request to the Customer. If approved by the Customer, Subcontractor may increase the price of the applicable Task Order by a commensurate amount. If the request is rejected, Stage Front reserves the right to terminate the task order and invoice for labor and materials utilized through the termination.

Supply Chain Notice

Unfortunately, the audiovisual and low-voltage industry is currently experiencing extensive supply chain issues as a result of the pandemic and it's direct impact on materials, labor and logistics. As a result, many key manufacturers' have delayed shipping and are challenged in providing accurate and/or reliable information as it relates to product deliveries. Where there is a delay outside the control of the parties due to unavailability of goods, delay in delivery, or other unforeseen or remote contingences, the parties agree such a delay is not considered a breach of contract. The parties agree to use commercially reasonable efforts to perform the contract under the deadlines allowable by the market. Please contact your Systems Consultant or Project Manager for more information related to these circumstances.

SUBMITTED BY:



Chuck Cooper, 4/10/2022

ACCEPTED BY:

Name, Date

PART III – SERVICES

INSTALLATION:

During the system installation phase, Stage Front will:

- Deliver equipment to jobsite.
- Furnish, install, and terminate all low-voltage wiring for equipment in this proposal, as well as clearly and permanently label field wiring.
- Identify all ceiling aperture locations.
- Energize the system, program the control equipment, and demonstrate the operational system to the Owner.
- Remove all trash and debris related with Stage Front work.

TURN-ON:

At system turn-on, Stage Front will:

- Test, adjust, and demonstrate all systems
- Provide training on the operation and maintenance of the system

MANUAL:

Stage Front will supply electronic copies of instruction/ maintenance manuals for the equipment.

WARRANTY:

Stage Front warrants this installation to the original purchaser to be free from defects in material and workmanship under normal use during the warranty period.

- Materials: Products will be repaired or replaced, at Stage Front's option, without charge for a period of 365 days after first beneficial use or completion of installation, whichever comes first.
- Labor: Products will be repaired or replaced, at Stage Front's, without charge for a period of 90 days after first beneficial use or completion of installation, whichever comes first.

Our Experience

Your one-source provider for integrated audio-visual solutions for presentation, collaboration, and Unified Communications systems.

Since 1978, Stage Front has designed and installed technical systems that help better educate, communicate, and entertain.

Our demonstrated strengths in technical design, defined process, and financial stability enable us to consistently deliver projects on time and within budget.

Our areas of expertise include Corporate Enterprise, Higher Education, Dental + Medical Education, as well as Auditoriums + Theatres.

Experience the Stage Front difference.

STAGE FRONT
a better plan for AV

Our Services

D E S I G N

- Consultation
- Needs Analysis
- Program Development
- BIM Modeling
- EASE Modeling
- Acoustical Analysis
- User Interface Design
- Bid Administration
- Construction Administration

I N T E G R A T I O N

- Project Management
- Pre-Fabrication
- Systems Installation
- Alignment + Final Adjustment
- Programming
- Proof of Performance
- User Training
- Quality Control

S U P P O R T

- Warranty Support
- Preventative Maintenance
- Complete Maintenance
- On-Site Sustaining Support
- Remote Monitoring + Support
- Systems Training
- Critical Inventory Management
- Documentation Control

Our Process

1

UNDERSTANDING THE CLIENT

Interviews, Needs Analysis, Long-Term Client Goals

2

PROGRAM DEVELOPMENT

Scope, Budget, Timeline

3

ENGINEERING + CONSTRUCTION DOCS

Published Infrastructure, Complete Design Package

4

PREFABRICATION + PROGRAMMING

Build + Test Systems In-House, Control Systems Programming

5

SYSTEMS INTEGRATION

Field Services + Systems Delivery

6

COMMISSIONING + QUALITY ASSURANCE

Test + Tune, Client Approval

7

SUSTAINING SUPPORT

Full Parts + Labor Warranty, Preventative Maintenance, 24/7 Support

Our Projects

BOEING 777X EXPANSION, SEATTLE, WA



Stage Front was contracted to design-build 80+ A/V systems for a state-of-the-art aviation manufacturing facility. All systems within the facility are based on an enterprise standardization plan that Stage Front continues to develop for The Boeing Company.

BRIDGESTONE AMERICAS INC. HQ, NASHVILLE, TN



Stage Front engineered A/V and branding technology systems for Bridgestone's new \$232.6M HQ building. The 500k-SF, 30-story tower features cutting-edge solutions that enable employee communication across the global enterprise. Stage Front currently employs 5 full-time, on-site technicians to proactively manage and provide support for the company-wide A/V environment.

Our Projects (cont.)

DENTSU AEGIS - CARAT, NEW YORK, NY



Carat selected Stage Front to engineer and administrate A/V systems for their 11th floor expansion in the NYC operations. Scope of work included construction administration, control systems programming, systems commissioning, user training, and a post-construction maintenance agreement.

RED VENTURES RV4 CAMPUS, CHARLOTTE, NC



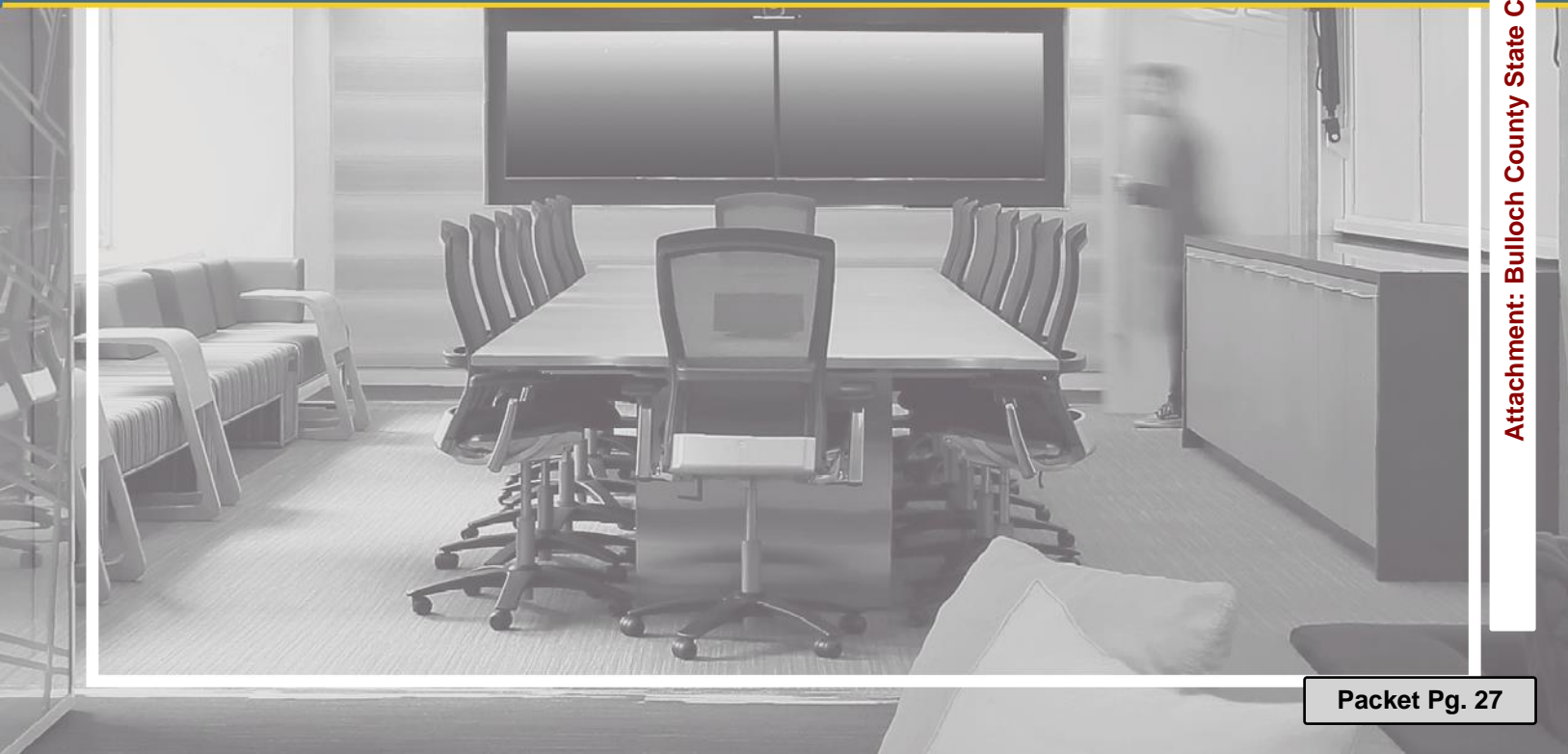
Stage Front engineered and built cutting-edge A/V technologies for Red Ventures' RV4 Campus, designed to foster productivity and collaboration in a relaxed environment. Stage Front designed and installed an audio system capable of supporting anything from speeches to concerts, as well as a large video display and automated lighting systems that create a high-energy environment.

STAGE FRONT
a better plan for AV

Thank You for
the Opportunity.

QUESTIONS ?

Chuck Cooper, Systems Consultant
912.721.5710 direct | 912.398.4644 cell
chuck.cooper@stagefront.net



Stage Front

BASE

- 2 Audinate ADP-USB-AU-2X2**
2x2 USB I/O Adapter for Dante Audio Network
- 3 Audio Technica U891RCb**
Cardioid Condenser Boundary Microphone with Local or Remote Switching
- 1 Biamp Systems TesiraFORTE DAN VT**
Fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante™, Acoustic Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and standard FXO telephone interface
- 1 Blackmagic Design MultiView 4**
Multiviewer Processor - 4 independent 6GSDI input
- 2 CHIEF XTM1U**
Micro-Adjust Tilt Wall Mount X-Large
- 1 Comprehensive BB-C-3GSDI-6**
High Definition 3G-SDI BNC to BNC Cable 6ft
- 6 Comprehensive CAT6STP-10BLK**
Cat6 Snagless Shielded Ethernet Cables, Black, 10ft.
- 2 Comprehensive CAT6STP-15BLK**
Cat6 Snagless Shielded Ethernet Cables, Black, 15ft.
- 9 Comprehensive MHD18G-6PROBLK**
MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black 6ft
- 6 Comprehensive MHD18G-9PROBLK**
MicroFlex Pro AV/IT Certified 4K60 18G High Speed HDMI Cable with ProGrip Jet Black - 9 feet
- 4 Comprehensive USB3-AB-10ST**
USB 3.0 A Male To B Male Cable 10ft.
- 1 Crestron Electronics C2N-CBD-P-B-S**
Cameo® Keypad, Standard Mount, Black Smooth
- 1 Crestron Electronics CEN-SW-POE-5**
5-Port PoE Switch
- 1 Crestron Electronics DMP53-4K-350-C**
3-Series® 4K DigitalMedia™ Presentation System 350

- 2 Crestron Electronics DM-RMC-4KZ-SCALER-C**
DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler
- 1 Crestron Electronics DM-TX-4KZ-100-C-1G-B-T**
DigitalMedia 8G+® 4K60 4:4:4 HDR Wall Plate Transmitter, Black
- 1 Crestron Electronics DM-TX-4KZ-202-C**
DigitalMedia 8G+® 4K60 4:4:4 HDR Transmitters 202
- 1 Crestron Electronics HD-MD4X1-4KZ-E**
4x1 4K60 4:4:4 HDR AV Switcher
- 1 Crestron Electronics PW-2412WU**
Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal
- 1 Crestron Electronics PW-5430DUS**
High-Efficiency Power Pack
- 1 Crestron Electronics TS-1070-B-S**
10.1 in. Tabletop Touch Screen, Black Smooth
- 1 Crestron Electronics TSW-570-B-S**
5 in. Wall Mount Touch Screen, Black Smooth
- 1 Decimator Design MD-HX**
HDMI/SDI cross converter, scaling, frame rate conversion
- 1 Elmo PX-10E**
Document camera
- 6 Extron 60-1271-13**
HDMI Twisted Pair Receiver - 230 feet (70 m)
- 1 Extron 60-1438-01**
HDMI to Eight Output DTP Twisted Pair Distribution Amplifier - 230 feet (70 m)
- 1 Extron 60-1471-13**
Twisted Pair Extender for USB Peripherals
- 1 Extron 60-1731-01**
4K/60 Annotation Processor with USB Extension
- 1 Inogeni SDI2USB3**
3G-SDI to USB 3.0 converter
- 2 JBL Pro CBT 50LA-1**
CBT (Constant Beamwidth Technology) series line array column loudspeaker, eight 2" driver, 8 ohm, black
- 1 LEA Professional CONNECT 352**
IOT Enabled Class D Professional Amplifier 2 x 350 Watt RMS @ 4, 8, 70V, 100V with DSP and Ethernet
- 4 LG Commercial 24BK430H-B**
24" TAA IPS FHD Monitor with Flicker Safe, Windows 10

- 2 LG Electronics 86UR340C9**
86" UR340C Series UHD Commercial TV with management software, scheduler and certified Crestron Connected®
- 1 Middle Atlantic D2**
2SP ANODIZED DRAWER
- 1 Middle Atlantic EB-1 LOGO**
- 1 Middle Atlantic EB1-CP12**
12PC. EB1 CONTRACT PACK
- 1 Middle Atlantic ERK-3525-AV**
35SP/25D CONFIG AV RACK
- 3 Middle Atlantic UTR1**
1SP UNIVERSAL HALF-RACK T
- 1 Netgear GSM4230PX-100NAS**
24x1G PoE+ 480W 2x1G and 4xSFP+ Managed Switch (Americas)
- 1 OFE Computer**
OFE Desktop Computer
- 40 Platinum Tools PLT100023_XX**
Shielded EZ-RJ45® for CAT5e & CAT6 with External Ground
- 2 PTZOptics HCM-1-WH**
Universal Wall Mount for camera, white
- 2 PTZOptics PT30X-SDI-GY-G2**
30X Optical Zoom | 3G-SDI, HDMI, CVBS, IP Streaming | 1920 x 1080p | 60.7 degree FOV (Gray w/ US Power Supply)
- 1 RCI Custom Custom 10"x10" Plate**
- 4 RCI Custom Custom 2-Gang Plate**
- 1 RCI Custom Custom 3-Gang Plate**
- 3 RCI Custom Custom 4-Gang Plate**
- 1 Shure MX418D/C**
Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base
- 1 Stage Front Freight**
Shipping & Handling
- 6 Stage Front Misc. 25**
Necessary Fastening Hardware, Accessories
- 1 Stage Front Warranty**
- 1 TRIPP Lite SMART1500RM2U**
SmartPro 120V 1.5kVA 1.35kW Line-Interactive Sine Wave UPS, 2U, Network Card Options, LCD, USB, DB9, 8 Outlets

- 2 Viewsonic TD2230**
22" Display, IPS Panel, 1920 x 1080 Resolution
- 400 West Penn Wire 25226B**
2 cond 14 (19x27) bare CMP
- 1370 West Penn Wire 25291B**
2 cond. 22 (7x30) bare CMP
- 200 West Penn Wire 254245F**
Category 5E UTP Cable 4 Pair 24AWG CMP Plenum Shielded- Available in multiple color
- 1800 West Penn Wire 254246F**
23 AWG 4 pair solid bare copper conductor, shielded with an overall jacket category 6F untwisted pair cable
- 300 West Penn Wire 256350**
RG-6 18 solid bare CMP sdi COAX
- 6 West Penn Wire CN-BM73-4**
3 PC BNC CRIMP RG6 PLENUM
- 100 West Penn Wire D25350**
1 pair 22 shld, 1 pair unshld. Media control CMP

OFE GEAR

- 1 Crown XLS 1502**
[OFE] - Two-channel, 525W @ 4 Power Amplifier
- 2 JBL Pro CBT 50LA-1**
[OFE] - CBT (Constant Beamwidth Technology) series line array column loudspeaker, eight 2" driver, 8 ohm, black
- 1 OFE Computer**
[OFE] - OFE Desktop Computer
- 1 OFE LAPTOP**
[OFE]
- 1 Shure MX418/C**
[OFE] - Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen
- 4 Shure MX418D/C**
[OFE] - Cardioid-18" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base
- 2 Stage Front Misc. 25**
[OFE] - Necessary Fastening Hardware, Accessories

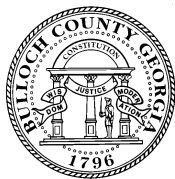
Client:

Date

Contractor: Stage Front

Date

Attachment: Bulloch County State Court BOM 8.2.22 8-16-22 (AV System Replacement - State Court Room)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Geographic Information System

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Motion to approve the renaming of the two sections of County Road No. 779 a/k/a Randy Lowery

Summary / Background Attach Detailed Summary:

The road has been approved to be split into three pieces by the abandonment of the middle section by the Board of Commissioners at the August 2, 2022 meeting. The section to the north will be named North Randy Lowery Road and section to the south will be named South Randy Lowery Road. The section that was abandoned will remain Randy Lowery Road with the distinction of being a private road. Please see the attached map for review.

| Agenda Category | Financial Impact Statement | | |
|---|----------------------------|----|---------------------------------------|
| Consent Agenda | Budgeted Item? | NO | Amendment or Transfer Required? NO |
| Attach Detailed Analysis, If Needed: | | | |

Agenda Item Review and Approval

Review:

Jeff Akins Completed 08/06/2022 12:53 PM

Board of Commissioners Pending 08/16/2022 8:30 AM

SHAWN SORRELY
RD

RED FERN LN

NORTH RANDY LOWERY RD

RANDY LOWERY RD

HIGHWAY 301 N

SOUTH RANDY LOWERY RD

NEWSOME RD

HOLLAND IND PARK RD

AIRPORT BLVD

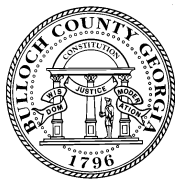
Attachment: Randy Lowery Road Renaming (Randy Lowery Road)



1 inch = 600 feet

*Renaming of Randy Lowery Road
Bulloch County, Georgia*





Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
County Manager

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Motion to approve supplemental agreement #2 for additional scope of services for Heath & Lineback Engineering in the amount of \$51,500

Summary / Background Attach Detailed Summary:

Staff recommends approval of supplemental agreement #2 to allow Heath & Lineback Engineers to expand their scope of services for the design of the S&S Greenway - Phase III project. As a recipient of federal and state grant funding, Bulloch County is required to follow various federal review procedures through multiple agencies. During the design and review process, the Georgia Department of Transportation (GDOT) has identified additional studies and surveys necessary that were not originally anticipated. Those items consists of a Phase I Environmental Site Assessment and Soil Survey. A detailed description of each is attached.

Bulloch County is currently awarded \$1,594,400 in TAP grant funds to complete the design of the trail expansion. In addition, the county must provide \$398,600 in additional matching funds (20%), for a project design total of \$1,993,000.

This supplemental agreement will result in a total contract price of \$861,171.08, which is well below the available grant funds of \$1,594,400.

| Agenda Category | Financial Impact Statement | | |
|-----------------|----------------------------|-----|---------------------------------------|
| Consent Agenda | Budgeted Item? | YES | Amendment or Transfer Required? NO |

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Kristie King Completed 08/09/2022 2:54 PM

Jeff Akins Completed 08/10/2022 1:37 PM

Cindy Steinmann Pending

Tom Couch Completed 08/10/2022 1:37 PM

Olympia Gaines Pending

Peyton Fuller Pending

Board of Commissioners Pending 08/16/2022 8:30 AM



Heath & Lineback Engineers, Inc.

2390 CANTON ROAD • BUILDING 200 • MARIETTA, GEORGIA 30066-5393
hle@heath-lineback.com • phone (770) 424-1668

August 4, 2022

Mr. Randy Newman
Project Manager
Bulloch County
115 North Main Street
Statesboro, Georgia 30458

RE: S&S Greenway, Phase III
PI#: 0016632, Bulloch County
Request for Authorization of Supplemental Agreement #2

Dear Mr. Newman,

This letter serves as Supplement Agreement #2 for the S&S Greenway – Phase III. This supplemental agreement includes additional scope as requested by the Georgia Department of Transportation (GDOT) consisting of a Phase I Environmental Site Assessment (ESA) and a Soil Survey. Further explanation of the Phase I (ESA) and Soil Survey are below.

Phase I Environmental Site Assessment:

A Phase I Environmental Site Assessment (ESA) is being required by GDOT. The Phase I ESA investigates a property in regards to former use in order to determine if there is a potential for hazardous conditions (contaminated soils) that might be present on the property. The Phase I ESA would result in a finding of no potential for contamination or would find potential for contamination and recommend a Phase II Environmental Site Assessment that would take soils samples and do lab testing for the presence of contaminants. The intention of the Phase I ESA is to protect the county from purchasing contaminated right of way or identify any contaminates soils within the right of way that would require special handling and disposal. This additional scope resulted in an additional cost of \$2,800.

Soil Survey:

A soil survey is being required by GDOT to be performed due to the presence of inundated areas located along the corridor. The soils survey would identify inundated areas and groundwater levels within the construction limits and any unsuitable materials that would be encountered during construction. The soils report would provide locations where special fill material and construction methods would be required and provide any special recommendations allowing for more accurate quantities and reducing the likelihood of quantity overruns during construction. This additional scope resulted in an additional cost of \$48,700.

Heath & Lineback Engineers. Inc.

Additional fee for this Supplemental Agreement No.2 is \$51,500. applied to Task 3 – Environmental Studies and Documentation. The total lumpsum fee for the project contract is \$861,171.08.

Authorization:

Service is authorized and Notice-to-Proceed is assumed immediate upon your authorization signature and return of this letter.

Sincerely yours,
Heath & Lineback Engineers, Inc.



W. Allen Krivsky, P.E
COO

Authorized by:

Date:



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
County Manager

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Motion to enter into a contract with Lavender & Associates for a guaranteed maximum price for North Main Annex renovations

Summary / Background Attach Detailed Summary:

Following an RFP and approval by the Board of Commissioners to allow the County Manager to negotiate pricing, Bulloch County is entering into a contract with Lavender & Associates to complete the renovations and expansion of the North Main Annex. This contract is for a guaranteed maximum price of \$2,000,000. These funds are budgeted and available from the ARPA funding. Once a final price is received, staff will work with the contractor to value engineer items, or reduce costs, to ensure that the project stays within, or below, the guaranteed maximum price.

| Agenda Category | Financial Impact Statement | | |
|-----------------|----------------------------|-----|--|
| Consent Agenda | Budgeted Item? | YES | Amendment or Transfer Required? NO |

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins Completed 08/10/2022 1:36 PM

Kristie King Pending

Tom Couch Pending

Randy Newman Pending

Cindy Steinmann Pending

Olympia Gaines Pending

Board of Commissioners Pending 08/16/2022 8:30 AM



AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 29th day of July in the year 2022
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30459
(912) 764-0214

and the Construction Manager:
(Name, legal status, address, and other information)

Lavender and Associates
300 Pulaski Road
P.O. Box 1654
Statesboro, GA 30459
(912) 489-4677

for the following Project:
(Name, location, and detailed description)

Bulloch County Administrative Annex Renovations
Statesboro, GA
Renovation of the existing Bulloch County Administrative Annex to include interior renovations to the permit office, original lobby and corridors, as well as additions and renovations to the commissioner's room, new conference room and the addition of a new handicap ramp. The project also includes miscellaneous renovations and the replacement of an exterior drive with landscaping and hardscape.

The Architect:
(Name, legal status, address, and other information)

DPR Architecture
12A East Grady Street
Statesboro, GA 30458
(912) 764-6288

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construction drawings and written specifications provided by DPR Architecture stamped and dated 04-27-22

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The intent of the project is to provide a renovation to the existing Bulloch County North Main Annex at 115 North Main Street in Statesboro, GA. The project includes interior renovations and two additions to the existing building. The project is roughly 7,550 s.f. of renovated space and 800 s.f. of new construction and will include an interior renovation of the main lobby (including a re-located war museum display), miscellaneous office renovations, renovated permit office, miscellaneous new finishes at existing corridors, new conference room (enclosed existing drive thru), renovations and addition to the existing Commissioner's room, a new handicap ramp and the removal of

Init. AIA Document A133™ - 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No.2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(826620005)

an existing drive with minor site work.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The preliminary Stated Cost Limitation is \$2,000,000 to be re-evaluated prior to issuance of the Guaranteed Maximum Price Amendment to the contract A133 Exhibit A-2019.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
GMP Revisions completed August 31, 2022
- .2 Construction commencement date:
TBD and clarified with GMP Amendment
- .3 Substantial Completion date or dates:
TBD and clarified with GMP Amendment
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Construction Manager to provide Owner with a phasing plan as an Exhibit to the GMP Amendment

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

The CM is responsible for coordinating the removal, conditioned storage and reinstallation of voting equipment located in the basement in accordance with applicable state laws and statutes.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Randy Newman
Special Projects Manager
Bulloch County Board of Commissioners
115 North Main Street

Statesboro, GA 30458
 (912) 764-0129
 rnewman@bullochcounty.net

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Cindy Steinmann
 Assistant County Manager
 115 North Main Street
 Statesboro, GA 30458
 (912) 765-0179
 csteinmann@bullochcounty.net

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

EMC Engineering
 3575 Macon Road, Suite 15
 Columbus, GA 31907
 (912) 644-3225

.2 Civil Engineer:

Parker Engineering
 36 Courtland Street
 Statesboro, GA 30458
 (912) 764-7722

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

T. Kevin Palmer
 DPR Architecture
 12A East Grady Street
 Statesboro, GA 30458
 (912) 764-6288
 kevin@dprarch.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Warren Holland
 Lavender and Associates
 300 Pulaski Road
 PO Box 1654
 Statesboro, GA 30459

(912) 489-4677
warren@lavender.associates

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

John Lavender
Lavender and Associates
300 Pulaski Road
PO Box 1654
Statesboro, GA 30459
(912) 489-4677
john@lavender.associates

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Construction Manager shall provide a minimum of three bids per sub contract including those trades where work is desired to be self-performed. Assuming all else is equal, preference should be given to local contractors.

§ 1.1.15 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor;

ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Construction Manager is to provide a phasing schedule as an Exhibit to the GMP Amendment with start and end dates for each phase of work and dates indicating when each portion of the building must be vacated and then may be re-occupied by the Owner.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed

Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including

Init.

schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Stipulated Sum of \$2,000.00 (two thousand dollars)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 2 (two) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

5 % five

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

12.5% of the Cost of Work as determined by this contract, the General Conditions of the Contract and the Cost Matrix provided with the RFP

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

OH&P for changes in the scope are to be adjusted at a rate of 12.5% to the value of the change

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

OH&P for changes in the scope are to be adjusted at a rate of 12.5% to the value of the change

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 5 percent (five %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**§ 7.1 Costs to Be Reimbursed**

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

N/A

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

Init.

AIA Document A133® – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No.2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(826620005)

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

Init.

AIA Document A133™ - 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No.2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(826620005)

- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 15 (fifteen) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the

Init.

AIA Document A133® - 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No. 2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(826620005)

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)

Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

- § 11.1.7.2 The amount of each progress payment shall then be reduced by:
- .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
 - .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Required deposits for materials only, purchased and stored on site and insurance premiums.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

5% held until Certificate of Material Completion is issued.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Any item for which lien waivers have not been provided.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be

deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

5 % FIVE

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(Paragraph deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No 2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(826620005)

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

All goods and services provided or performed to date.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

§ 14.3.1.5 Umbrella Liability, with policy limits of not less than ten million dollars (\$ 10,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

| Coverage | Limits |
|------------------------------|-------------|
| Performance and Payment Bond | \$2,000,000 |

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

To be provided by the Architect upon written request and for informational purposes only

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

1. AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
2. AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
3. AIA Document A133™-2019, Exhibit B, Insurance and Bonds
4. AIA Document A201™-2017, General Conditions of the Contract for Construction
5. AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

[

(Paragraphs deleted)

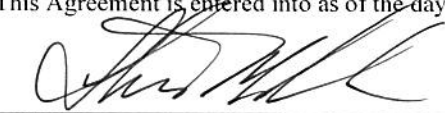
☒] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|------------------------|---|------------|-------------|
| Construction Drawings | Renovations & Additions North Main Annex | 04/27/2022 | T1.0 – E3.1 |
| Written Specifications | Renovations & Additions North Main Annex | 04/27/2022 | 1 - 348 |

.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

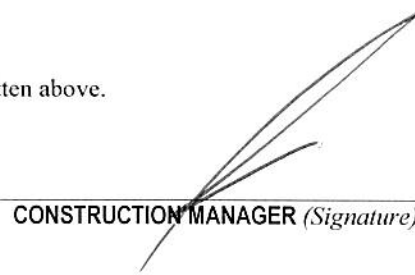
This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

Tom Couch County Manager- Bulloch County Board
of Commissioners

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

John Lavender President- Lavender & Assoc.

(Printed name and title)

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)

Init.

Additions and Deletions Report for AIA® Document A133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:20:28 ET on 08/01/2022.

PAGE 1

AGREEMENT made as of the 29th day of July in the year 2022

...

Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30459
(912) 764-0214

...

Lavender and Associates
300 Pulaski Road
P.O. Box 1654
Statesboro, GA 30459
(912) 489-4677

...

Bulloch County Administrative Annex Renovations
Statesboro, GA

Renovation of the existing Bulloch County Administrative Annex to include interior renovations to the permit office, original lobby and corridors, as well as additions and renovations to the commissioner's room, new conference room and the addition of a new handicap ramp. The project also includes miscellaneous renovations and the replacement of an exterior drive with landscaping and hardscape.

...

DPR Architecture
12A East Grady Street
Statesboro, GA 30458
(912) 764-6288

PAGE 2

Construction drawings and written specifications provided by DPR Architecture stamped and dated 04-27-22

...

The intent of the project is to provide a renovation to the existing Bulloch County North Main Annex at 115 North Main Street in Statesboro, GA. The project includes interior renovations and two additions to the existing building. The project is roughly 7,550 s.f. of renovated space and 800 s.f. of new construction and will include an interior renovation of the main lobby (including a re-located war museum display), miscellaneous office

Additions and Deletions Report for AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No. 2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(826620005)

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)

renovations, renovated permit office, miscellaneous new finishes at existing corridors, new conference room (enclosed existing drive thru), renovations and addition to the existing Commissioner's room, a new handicap ramp and the removal of an existing drive with minor site work.

PAGE 3

The preliminary Stated Cost Limitation is \$2,000,000 to be re-evaluated prior to issuance of the Guaranteed Maximum Price Amendment to the contract A133 Exhibit A-2019.

...

GMP Revisions completed August 31, 2022

...

TBD and clarified with GMP Amendment

...

TBD and clarified with GMP Amendment

...

Construction Manager to provide Owner with a phasing plan as an Exhibit to the GMP Amendment

...

N/A

...

The CM is responsible for coordinating the removal, conditioned storage and reinstallation of voting equipment located in the basement in accordance with applicable state laws and statutes.

...

Randy Newman
Special Projects Manager
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
(912) 764-0129
rnewman@bullochcounty.net

PAGE 4

Cindy Steinmann
Assistant County Manager
115 North Main Street
Statesboro, GA 30458
(912) 765-0179
csteinmann@bullochcounty.net

...

EMC Engineering
3575 Macon Road, Suite 15
Columbus, GA 31907
(912) 644-3225

Additions and Deletions Report for AIA Document A133® - 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No.2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(826620005)

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)

...

Parker Engineering
36 Courtland Street
Statesboro, GA 30458
(912) 764-7722

...

T. Kevin Palmer
DPR Architecture
12A East Grady Street
Statesboro, GA 30458
(912) 764-6288
kevin@dprarch.com

...

Warren Holland
Lavender and Associates
300 Pulaski Road
PO Box 1654
Statesboro, GA 30459
PAGE 5

(912) 489-4677
warren@lavender.associates

...

John Lavender
Lavender and Associates
300 Pulaski Road
PO Box 1654
Statesboro, GA 30459
(912) 489-4677
john@lavender.associates

...

Construction Manager shall provide a minimum of three bids per sub contract including those trades where work is desired to be self-performed. Assuming all else is equal, preference should be given to local contractors.

...

N/A
PAGE 8

Construction Manager is to provide a phasing schedule as an Exhibit to the GMP Amendment with start and end dates for each phase of work and dates indicating when each portion of the building must be vacated and then may be re-occupied by the Owner.

PAGE 11

Stipulated Sum of \$2,000.00 (two thousand dollars)

...

Additions and Deletions Report for AIA Document A133® - 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:20:28 ET on 08/01/2022 under Order No.2114349419 which expires on 07/31/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(826620005)

N/A

...

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 2 (two) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

5 % five

...

12.5% of the Cost of Work as determined by this contract, the General Conditions of the Contract and the Cost Matrix provided with the RFP

PAGE 12

OH&P for changes in the scope are to be adjusted at a rate of 12.5% to the value of the change

...

OH&P for changes in the scope are to be adjusted at a rate of 12.5% to the value of the change

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 5 percent (five %) of the standard rental rate paid at the place of the Project.

...

N/A

...

N/A

PAGE 13

N/A

PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 15 (fifteen) days after the Architect receives the Application for Payment.

PAGE 18

5%

...

Required deposits for materials only, purchased and stored on site and insurance premiums.

...

5% held until Certificate of Material Completion is issued.

...

Any item for which lien waivers have not been provided.

PAGE 20

5 % FIVE

...

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

☒ [X] Litigation in a court of competent jurisdiction

PAGE 22

All goods and services provided or performed to date.

...

§ 14.3.1.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand dollars (\$ 500,000) each accident, five hundred thousand dollars (\$ 500,000) each employee, and five hundred thousand dollars (\$ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, ~~Umbrella Liability~~, with policy limits of not less than ten million dollars (\$ 10,000,000) per claim and ten million dollars (\$ 10,000,000) in the aggregate.

PAGE 23

Performance and Payment Bond \$2,000,000

...

To be provided by the Architect upon written request and for informational purposes only

...

~~6~~ — Other Exhibits: N/A
(Check all boxes that apply.)

☐ — AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234 2019 incorporated into this Agreement.)

PAGE 24

☒ Supplementary and other Conditions of the Contract:

| | | | |
|-------------------------------|------------------------------------|-------------------|--------------------|
| <u>Construction Drawings</u> | <u>Renovations & Additions</u> | <u>04/27/2022</u> | <u>T1.0 – E3.1</u> |
| | <u>North Main Annex</u> | | |
| <u>Written Specifications</u> | <u>Renovations & Additions</u> | <u>04/27/2022</u> | <u>1 - 348</u> |
| | <u>North Main Annex</u> | | |

...

Tom Couch County Manager- Bulloch County Board
of Commissioners

John Lavender President- Lavender & Assoc.

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

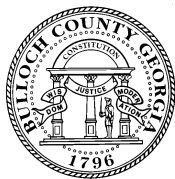
I, T. Kevin Palmer, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:20:28 ET on 08/01/2022 under Order No. 2114349419 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) _____

(Title) _____

(Dated) _____

Attachment: Signed Contract Annex Renovations Lavender (NMA Renovations)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Clerk of Board

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Motion ant an alcoholic beverage license for retail beer and wines sales to Megan Collins, TA Operating LLC, located at 2930 Highway 301 South, Register, Georgia 30452

Summary / Background Attach Detailed Summary:

Ms. Collins has met the County's requirements for the submission of an alcohol application. Please see the attached application for review. Approval is recommended.

| Agenda Category | | Financial Impact Statement | | |
|---|----------------|----------------------------|---------------------------------|----|
| Consent Agenda | Budgeted Item? | NO | Amendment or Transfer Required? | NO |
| <p>Attach Detailed Analysis, If Needed:</p> | | | | |
| <p style="text-align: center;">Agenda Item Review and Approval</p> | | | | |

Review:

Board of Commissioners

Pending

08/16/2022 8:30 AM

**BULLOCH COUNTY, GEORGIA
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**

YOU MUST COMPLETE APPLICATION IN ITS ENTIRETY

DATE OF APPLICATION _____ NEW X RENEWAL _____

Type of Business to be operated:

| | | |
|---|---|--------------------|
| <u>X</u> | Retail beer and wine packaged only | \$1,525.00 |
| _____ | Retail beer and wine by the drink (pouring license) | \$1,525.00 |
| _____ | Retail liquor by the drink (pouring license) | \$3,000.00 |
| _____ | Pouring license (beer, wine, and liquor) | \$4,500.00 |
| _____ | Wholesale license | \$1,200.00 |
| _____ | Farm Winery | \$2,275.00 |
| _____ | Catering License (off premise) | \$ 500.00 |
| <u>X</u> | Application Fee (<u>due upon returning application</u>) | \$ 275.00 |
| _____ | Event Permit | \$ 75.00 |
| _____ | License Transfers | \$ 275.00 |
| _____ | Temporary Permit (all forms) | \$ 275.00 |
| Total license fee (include the application fee) | | \$ <u>1,800.00</u> |

***Late Penalty ***

- All renewal applications received after November 1 and before January 1 - 30% of license fee
- All renewal applications received after January 1 - 50% of license fee

Applicant's Full Legal Name: Megan Brooke Collins

Type of Business: (check one): _____ individual _____ Corporation _____ Partnership X LLC
_____ LLP

Name and Address of Partnership, LLC, LLP or Corp: TA Operating LLC

Location of Business: 2930 Highway 301 South, Register, GA 30452

Business Mailing Address Two Newton Place, 255 Washington Street, Suite 100

City: Newton State: MA Zip Code: 02458

CONFIDENTIAL

Local Business Telephone Number: () TBD

Applicant's Home Address 8002 Ponderosa Pine Boulevard

Phone#: [REDACTED]

City: Statesboro State: GA Zip Code: 30458

Applicant's Age 26 Birthdate [REDACTED] Social Security # [REDACTED]

Are you a resident U.S. Citizen?

YES X NO _____ If no, you cannot apply for an alcoholic beverage license

Are you a resident of Bulloch County?

YES X NO _____ If "No", then you must designate a resident of Bulloch County who shall be responsible for any matter relating to the license (ie., a "designee"). If you are appointing a designee, provide the following information:

Designee's Name & Home Address _____

Designee's Home Phone _____ Designee's Age _____

Designee's Date of Birth _____ Designee's SS# _____

A designee is used only for applicant(s) who do not reside in Bulloch County

Are you the owner of the business?

YES ☒ NO _____ *If "Yes", attach documentation demonstrating your ownership of the business, such as an Operating Agreement, Partnership Agreement, or Shareholder's Agreement. If "No", what is your title or interest in the business?* _____

List all partners, shareholders, members, or managers of the business below:

Full Legal Name: Please see attached rider. Phone# _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

DOB: _____ Social Security No: _____

% Stock Owned: _____ Office Held: _____

Full Legal Name: _____ Phone# _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

DOB: _____ Social Security No: _____

% Stock Owned: _____ Office Held: _____

Full Legal Name: _____ Phone# _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

DOB: _____ Social Security No: _____

% Stock Owned: _____ Office Held: _____

Full Legal Name: _____ Phone# _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

DOB: _____ Social Security No: _____

% Stock Owned: _____ Office Held: _____

Full Legal Name: _____ Phone# _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

DOB: _____ Social Security No: _____

% Stock Owned: _____ Office Held: _____

Full Legal Name: _____ Phone# _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

CONFIDENTIAL**TA Operating LLC****Owner, Executive Officers and Director**

Rider to Bulloch County, Georgia Application for Alcoholic Beverage License – FEIN: 34-1747077

| NAME AND TITLE | HOME ADDRESS | PHONE NUMBER | DATE OF BIRTH | SOCIAL SECURITY NUMBER | PERCENTAGE OF INTEREST |
|--|---|--------------|---------------|------------------------|------------------------|
| Adam D.Portnoy, Managing Director | 198 Commonwealth Ave., Boston, MA 02116 | [REDACTED] | [REDACTED] | [REDACTED] | 0 |
| Jonathan M. Pertchik, Managing Director, CEO | 165 Channel Dr. Naples, FL 34109 | [REDACTED] | [REDACTED] | [REDACTED] | 0 |
| Barry A.Richards, President | 7774 Rice Rd., Amherst, OH 44001 | [REDACTED] | [REDACTED] | [REDACTED] | 0 |
| Peter J. Crage, EVP, CFO, Treasurer | 11119 Coniston Way, Windermere, FL 34786 | [REDACTED] | [REDACTED] | [REDACTED] | 0 |
| Mark R. Young, EVP, General Counsel | 27 Salcombe St., Unit 2, Dorchester, MA 02125 | [REDACTED] | [REDACTED] | [REDACTED] | 0 |
| Jennifer B. Clark, Secretary | 88 Hudson Rd., Sudbury, MA 01776 | [REDACTED] | [REDACTED] | [REDACTED] | 0 |
| TravelCenters ofAmerica Inc., Sole Member | 24601 Center Ridge Rd., Suite 200, Westlake, OH 44145 | [REDACTED] | N/A | N/A | 100 |

DOB: _____ Social Security No: _____

% Stock Owned: _____ Office Held: _____

Are you or the above listed business owner lessee of the property?

YES X NO _____***Please provide a copy of the lease or deed to the property along with your application.****Failure to provide the requested information will delay processing of your application.*****Attach a copy of your business's Certificate of Existence from the Secretary of State's office.***BE ADVISED THAT ANY PARTNER, OR SHAREHOLDER LISTED ABOVE MUST COMPLETE A SEPARATE AND
CONSENT FORM FOR A BACKGROUND CHECK AND FINGERPRINTS. IT IS YOUR RESPONSIBILITY TO ENSURE
THIS IS DONE.Does any person or firm have any interest in the proposed business as a silent, undisclosed
partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed
business with any persons, firm, company, corporation or other entity?Yes _____ No X***If yes, give the name of person(s) or firm and address and amount of percentage of profits or receipts
to be split.***

Has the applicant or designee been convicted of any crime(s) in the past 5 years?

Yes _____ No X***If yes, attach a detailed explanation to this application, and be sure to provide the date, jurisdiction,
offense, and circumstances of the arrest/conviction.***Has the applicant or designee been denied an alcoholic beverage license within the last 5 years by any
governmental entity?Yes _____ No X***If yes, attach a detailed explanation to this application, and be sure to provide the date, County or City,
and circumstances of the denial.***Has the applicant or designee had an alcoholic beverage license suspended or revoked within the last 5
years by any governmental entity? *** Please see attached rider.***** Yes X No _____*****If yes, attach a detailed explanation to this application, and be sure to provide the date, County or City,
and circumstances of the suspension or revocation.***

*****OFFICIAL OFFICE USE*****

Approved _____ Rejected _____

This _____ day of _____, 20____.

Bulloch County Board of Commissioners

By: _____
Roy Thompson, ChairmanAttest: _____
Olympia Gaines, Clerk

TA Operating LLC**Owner, Executive Officers and Director**

Rider to Bulloch County, Georgia Application for Alcoholic Beverage License

Has the applicant or designee had an alcoholic beverage license suspended or revoked within the last 5 years by any governmental entity?

TA Operating LLC, is a wholly owned subsidiary of TravelCenters of America Inc., a publicly traded company which is listed on Nasdaq ("TA"). TA through its wholly owned subsidiaries owns and/or operates in excess of 220 travel centers across the United States, some of which serve and/or sell alcoholic beverages pursuant to retail licenses held by TA.

None of the alcoholic beverage licenses described above has ever been revoked or cancelled, but some licenses have been voluntarily surrendered as a result of sale or closure of a licensed business. From time to time, some of the licensed locations have been the subject of alcoholic beverage regulatory inquiry leading to offers in compromise or, in limited cases, a brief suspension.

SWORN STATEMENT OF APPLICANT OR DESIGNEE

I, Megan Brooke Collins, hereby provide this statement under oath in support of the application for an alcohol license pursuant to the provisions of the Bulloch County Alcohol Ordinance.

1. I am at least twenty-one (21) years of age, of good moral character, and a citizen of the United States.
2. I am a resident of Bulloch County, Georgia, or, if an applicant who is not a resident of Bulloch County, Georgia, I have designated a resident of Bulloch County, Georgia who shall be responsible for any matter relating to the license.
3. I have not been convicted of a felony or of any violations of the laws of the state of Georgia, or any other state, relating to the sale of alcoholic beverages within five (5) years of the date of this application.
4. I have not been denied or had revoked, within the five (5) years next preceding the date of this application, any license to sell alcoholic beverages issued by any governmental entity.
5. I have read the Bulloch County Alcohol Ordinance in its entirety and am familiar with and understand the same, including but not limited to the qualifications, regulations, sales to persons under the age of twenty-one (21), and 50% food requirement for licensees who serve alcohol for on-premises consumption. I understand that the holding of an alcohol license is a mere privilege subject to all the terms and conditions of said Ordinance.
6. By execution of this affidavit and in consideration of the issuance of any license issued as a result of this application, I agree to be bound by every provision of said Ordinance and understand and agree that a violation of any provision of said Ordinance or of any law or regulation of the state of Georgia pertaining to the sale of alcoholic beverages may subject me to suspension or revocation of this license or criminal charges, or both.
7. I swear and affirm that every entry upon my application is true and correct. I understand and acknowledge that false or misleading information contained in my application is grounds for denial of my application or revocation of my license.

Megan Collins
Signature of Applicant or Designee

Sworn to and subscribed before me this
12 day of July, 20 22.

Heniyah Scott
Notary Public



Revised 6/2022

PRIVATE EMPLOYER AFFIDAVIT OF COMPLIANCE PURSUANT TO O.C.G.A. § 36-60-6(d) - By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions established in O.C.G.A. § 36-60-6. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

79268

Federal Work Authorization Use Identification Number

12/27/2007

Date of Authorization

TA Operating LLC

Name of Private Employer

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

Executed on June 29, 20 22, in Newton (city), MA (state).

TA Operating LLC

By: [Signature]

Signature of Authorized Officer or Agent

By: Mark R. Young, EVP & General Counsel

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

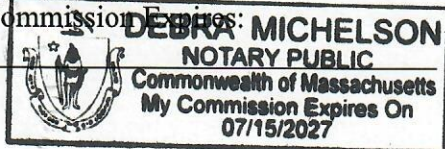
BEFORE ME ON THIS THE

29th DAY OF June, 20 22

[Signature]

Notary Public

My Commission Expires:



Public Benefit/(SAVE) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Alcohol License [type of public benefit: Occupation Tax Certificate or Alcohol License] for Megan Brooke Collins, (Name of Owner) as referenced in O.C.G.A. § 50-36-1, from Bulloch County, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: .

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
Driver's License

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

Executed in Savannah (city), Georgia, (state).

Megan Collins
(Signature of Applicant)

Megan Brooke Collins
Printed Name of Applicant

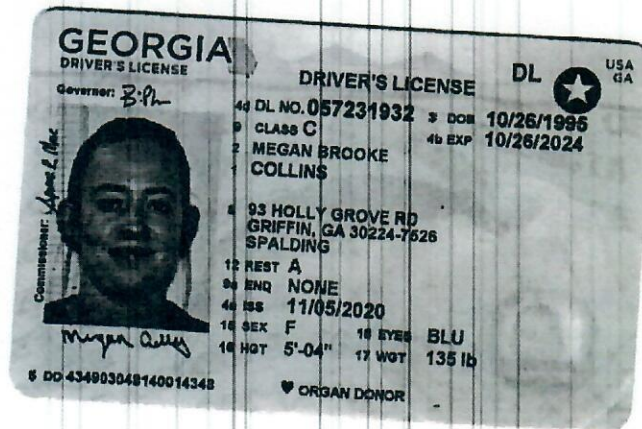
SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

12 DAY June OF, 20 22

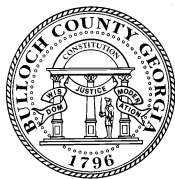
Heniyah Scott
NOTARY PUBLIC

My Commission Expires: 06-23-26









Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Clerk of Board

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Approve appointment of Tal Johnson to the Development Authority to serve a term beginning August 16, 2022 through June 30, 2023 and the appointment of Greg Proctor to serve a term beginning August 16, 2022 and ending June 30, 2025.

Summary / Background Attach Detailed Summary:

Mr. Johnson will be fulfilling the seat vacated by Matt Sawhill and Mr. Proctor will be fulfilling the vacant seat of Bruce Yawn.

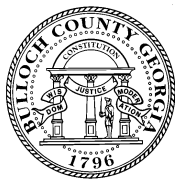
| Agenda Category | | Financial Impact Statement | | |
|---|----------------|----------------------------|---------------------------------|----|
| Consent Agenda | Budgeted Item? | NO | Amendment or Transfer Required? | NO |
| <p>Attach Detailed Analysis, If Needed:</p> | | | | |
| <p style="text-align: center;">Agenda Item Review and Approval</p> | | | | |

Review:

Board of Commissioners

Pending

08/16/2022 8:30 AM



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Correctional Institute

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Motion to approve a contract renewal by and between Bulloch County Board of Commissioners d/b/a Bulloch County Correctional Institute and Inmate Calling Solutions, LLC d/b/a ICSolutions (ICS).

Summary / Background Attach Detailed Summary:

This contract renews the service currently provided by Inmate Calling Solutions (ICS). This company has been providing this service for many years and we have no reason to change providers. This is a revenue only service and Bulloch County does not pay anything for this service. Please see the attached agreement. Approval is recommended.

| Agenda Category | Financial Impact Statement | | |
|-----------------|----------------------------|----|---------------------------------------|
| Consent Agenda | Budgeted Item? | NO | Amendment or Transfer Required? NO |

Attach Detailed Analysis, If Needed:

Agenda Item Review and Approval

Review:

Jeff Akins Pending

Tom Couch Pending

Cindy Steinmann Pending

Kristie King Pending

Board of Commissioners Pending 08/16/2022 8:30 AM

INMATE TELEPHONE SERVICES AGREEMENT

This Inmate Telephone Services Agreement ("Agreement") is made by and between Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS"), having its principal place of business at 2200 Danbury Street, San Antonio, TX 78217, and **Bulloch County, Georgia** (the "County") having its principal address as set forth on Exhibit A, attached hereto.

WHEREAS, the parties were parties to that certain Inmate Telephone Services Agreement dated 9/30/14, as amended (the "Prior Agreement"); and

WHEREAS, this Agreement shall supersede and replace the Prior Agreement except as expressly set forth herein.

NOW, THEREFORE, intending to be bound, the parties agree as follows:

1. **Term of Contract.** This Agreement shall effective as of the first day of the month following full execution hereof (the "Cutover Date") and shall remain in force and effect for an initial term of three (3) years from such Cutover Date. This Agreement shall automatically renew for additional terms of one (1) year, each upon the same terms and conditions as set forth herein, unless either party otherwise provides written notice to the other party at least ninety (90) days prior to a scheduled renewal. Notwithstanding the foregoing, either party may terminate this Agreement with sixty (60) day's prior written notice, based on an adverse economic change, beyond such party's reasonable control, that materially affects such party's rights or obligations hereunder. Upon termination of this Agreement, County shall immediately cease the use of any Equipment provided hereunder.
2. **Service & Equipment.** This Agreement applies to the provision of inmate telephone services by ICS using Equipment either centrally located or within space provided by the County at each of the "Service Locations" listed on Exhibit A, attached hereto. The term "Equipment" is defined herein as telephone sets, computer systems and software, all as more fully described on Exhibit B, attached hereto. All Equipment shall be installed by properly trained personnel and in a good, workmanlike manner. Any Equipment of ICS installed upon the premises owned, leased or otherwise under the supervision of County, shall remain in all respects the property of ICS. ICS reserves the right to remove or relocate any Equipment that is subjected to recurring vandalism or insufficient usage. ICS shall not exercise such right of removal or relocation unreasonably and, in any case with at least thirty (30) days prior notice to County. Upon removal of Equipment by ICS, ICS shall restore the premise to its original condition, ordinary wear and tear excepted.
3. **Alteration and Attachments.** County shall not make alterations or place any attachments to Equipment and Equipment shall not be moved, removed, rendered inoperable or unusable, or made inaccessible to inmates or users by County without the express written permission of ICS.
4. **Training.** ICS shall provide on-site training plus internet-based training at no cost to County. Additional training may be provided upon County's request based on availability of ICS.
5. **Call Rates.** ICS shall provide calling services to retail consumers at the rates and charges set forth on Exhibit C, attached hereto. ICS may permit certain consumers to be billed on a collect basis and reserves the right to establish thresholds for the level of any collect call credit to be allowed for such billed consumers. Rates and charges may be subject to change based on an order or rule of a regulatory authority having applicable jurisdiction.
6. **Commissions to County.** ICS will install, operate and maintain Equipment at no charge to County. ICS will pay County the commission amounts set forth on Exhibit D, attached hereto (collectively the "Commissions"), in consideration of the County granting ICS exclusive rights for the installation and operation of Equipment servicing the Service Locations. No Commissions shall be paid to County on

amounts relating to taxes, regulatory surcharges such as universal service fund, or other fees and charges not applicable to the billed calls, except as expressly provided on Exhibit D.

ICS will pay Commissions to County on a monthly basis on or before the first business day occurring 45 days following the end of the month in which such Commissions are earned or accrued. Such Commissions shall be sent to the address designated by County or wired to an account designated in writing by County for such purpose. Each Commission payment to County shall be final and binding unless ICS receives written objection from County within ninety (90) days of County's receipt of such payment.

The parties agree that all financial consideration for services hereunder is predicated on the rates and charges applicable at the time of execution and is, therefore, subject to adjustment based on any changes that may be required by any law, rule, tariff, order or policy (any of which, a "Regulatory Change") of, or governed by, a regulatory body having jurisdiction over the public communications contemplated herein. In the event that a Regulatory Change affects such rates and charges, the parties agree to enter into good faith negotiations to amend this Agreement in a manner that provides sufficient consideration to ICS for ongoing services, as well as complies with the Regulatory Change. If the parties cannot reach an agreement as to the amendment necessary within 30 days of public notice of the Regulatory Change, then either party may terminate this Agreement with an additional 60 days' prior written notice. In addition, Commission rates and amounts are predicated on County maintaining an average daily inmate population consistent with the average of the three months preceding the Cutover Date and having access to the telephone Equipment materially consistent with industry practice.

7. County shall:

- a. Advise ICS of any Services Location or related premise that has been closed.
- b. Throughout the term of this Agreement, including any renewal terms, use ICS as its exclusive provider for all matters relating to inmate telecommunication services.
- c. Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to ICS.
- d. Provide necessary power and power source, at no cost to ICS, and an operating environment with reasonable cooling consistent with general office use.
- e. Provide suitable space and accessibility for inmates' use of telephone services.
- f. Permit ICS to display reasonable signs furnished by ICS and not affix or allow to be affixed any other signs, equipment or information to the Equipment.
- g. Permit reasonable access by ICS to County's Service Locations as reasonably necessary for ICS to install, support and maintain the Equipment.
- h. Be responsible for designating any required destination numbers as 'do not record' to ensure privacy for, among other things, attorney client privilege calls, using system features designed for such purpose.
- i. Comply with all federal, state and local statutes, rules, regulations, ordinances or codes governing or applicable to the telephone services offered by ICS.

8. Law and Venue. The domestic law of the State of Georgia shall govern the construction, interpretation and performance of this Agreement and all transactions hereunder. All disputes hereunder shall be resolved exclusively in state or federal jurisdictions located in Bulloch County, Georgia.

9. **Notices.** Any notice or demand required hereunder shall be given or made by mail, postage prepaid, addressed to the respective party at the address first set forth or referenced above unless otherwise communicated in writing.
10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Any orders placed by County hereunder shall be incorporated herein by mutual consent of the parties and shall supplement but not supersede the provisions of this Agreement. The County represents and warrants that it has the legal authority to make decisions concerning the provisions of space for telephones placed by ICS at the Service Locations covered by this Agreement and that ICS may rely thereon. This Agreement supersedes any prior written or oral understanding between the parties.
11. **Risk of Loss.** ICS shall relieve County of all risk of loss or damage to Equipment during the periods of transportation and installation of the Equipment. However, County shall be responsible for any loss or damage to Equipment located on the premise caused by fault or negligence of County, its employees or others under County's supervision.
12. **Default.** In the event either party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof by the other party, then, in addition to all other rights and remedies at law or in equity or otherwise, including recovering of attorney fees and court cost, the non-breaching party shall have the right to cancel this Agreement without charge or liability. The waiver of any default hereunder by either party shall not constitute, or be construed as, a waiver of any subsequent default.
13. **Assignment.** This Agreement may be transferred or assigned, in whole or in part, by ICS to any parent, successor, subsidiary, or affiliate of ICS. ICS may sub-contract any portion of its duties hereunder provided, however, it shall remain at all times responsible for such sub-contracted duties. This Agreement may otherwise only be transferred or assigned by a party with the written consent of the other party, which consent shall not be unreasonably withheld or delayed.
14. **Relationship.** The parties hereto are independent contractors and this Agreement shall not be construed as a contract of agency or employment. Each party shall be solely responsible for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and any taxes applicable to such party's employees. Each party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate actions; and (c) its performance hereunder shall be in compliance with applicable state and federal legal and regulatory requirements.
15. **Indemnification.** Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, injuries, or demands asserted by third parties (collectively "Claims") arising from the material breach, negligent acts or misconduct of such indemnifying party, its agents or employees, in the performance of any of its obligations hereunder. Except for the foregoing express indemnification, each party shall bear its own liability and costs of defense for any third-party claims.
16. **Force Majeure.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
17. **Severability.** If any of the provisions of this Agreement shall be deemed invalid or unenforceable under the laws of the applicable jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if

not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of ICS and County shall be construed and enforced accordingly.

18. **Special ADA.** ICS will install Equipment in accordance with the Americans with Disabilities Act and any related federal, state and local regulations in effect at the time of installation. ICS shall make any alterations to the Equipment as necessary for its correct operation and/or compliance with applicable laws at no cost to County.
19. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOODWILL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ANY CLAIM, WHETHER IN CONTRACT OR IN TORT OR WHETHER FROM BREACH OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
20. **Warranty.** Subject to County's compliance with its obligations hereunder, Equipment shall be free from defects in workmanship and material, shall conform to ICS' published specifications in effect on the date of delivery or as otherwise proposed to County in writing, and shall not infringe any patent or trademark. This warranty shall continue while Equipment is in operation at each Service Location. County shall provide ICS with prompt written notification as to the specifics of any nonconformity or defect and ICS shall have a commercially reasonable timeframe to investigate such nonconformity or defect. As County's sole and exclusive remedy, ICS shall, at ICS' sole option and expense, either: (a) correct any nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (b) use reasonable efforts to provide a work-around for any reproducible nonconformities or defects which substantially impair the functionality of the Equipment in accordance with the aforesaid specifications; (c) replace such nonconforming or defective Equipment; or (d) promptly refund any amounts paid to ICS by County with respect to such nonconforming or defective Equipment upon ICS receipt of such nonconforming or defective Equipment. ICS does not warrant that the operation of the Equipment shall be uninterrupted or error-free. No warranty is made with respect to the use of Equipment on or in connection with equipment or software not provided by ICS. Equipment may contain recycled, refurbished or remanufactured parts which are equivalent to new parts. ICS makes no warranties or representations that it will solve any problems or produce any specific results.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ICS HEREBY DISCLAIMS ANY OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE FOREGOING SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMING OR DEFECTIVE EQUIPMENT AND SERVICES. NOTHING CONTAINED HEREIN SHALL OBLIGATE ICS TO ENHANCE OR MODIFY THE SERVICES OR EQUIPMENT BEYOND THE SUBSTANTIAL FUNCTIONALITY INITIALLY ACCEPTED BY FACILITY, WHICH ACCEPTANCE SHALL BE DEEMED TO HAVE OCCURRED UPON THE GENERATION OF CALL REVENUE.
21. **No Hire/No Solicit.** During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall solicit or hire the other party's employees, agents or representatives engaged by such party to perform work relating to this Agreement, without the express written consent of the other party.
22. **Confidentiality.** During the term of this Agreement, each party may disclose to the other certain proprietary information including, without limitation, trade secrets, know how, software, source code, techniques, future product plans, marketing plans, inventions, discoveries, improvements, financial data, business strategies and the terms of this Agreement (collectively, "Confidential Information") of a character identified by the disclosing party as confidential and that should reasonably have been understood by recipient, because of legends or markings, the circumstances of disclosure or the

nature of the information itself, to be proprietary and confidential to the disclosing party. Each party and each of its employees or consultants to whom disclosure is made shall hold all Confidential Information in confidence, and shall not disclose such information to any third party or apply it to uses other than in connection with the performance of this Agreement. Each party shall use the same degree of care that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable duty of care, to prevent the unauthorized use or disclosure of any Confidential Information. A recipient may not alter, decompile, disassemble, reverse engineer, or otherwise modify any Confidential Information received hereunder and the mingling of the Confidential Information with information of the recipient shall not affect the confidential nature or ownership of the same as provided hereunder. The obligations of this paragraph shall survive termination of this Agreement for a period of three (3) years.

This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Confidential Information received hereunder which is: (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, becomes generally known or available; (b) lawfully known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter lawfully furnished to the recipient by a third party without restriction on disclosure; or (d) independently developed by the recipient without use of the disclosing party's Confidential Information.

Nothing in this Agreement shall prevent the receiving party from disclosing Confidential Information to the extent the receiving party is legally compelled to do so by any governmental or judicial agency having jurisdiction.

23. **License to Use Software.** With respect to the Equipment provided under this Agreement, ICS hereby grants to County a nontransferable, nonexclusive license to install, store, load, execute, operate, utilize and display (collectively, "Use") the runtime versions of the software used in the performance of this Agreement including, where applicable to the purposes hereunder, such Use on computers owned by County. Such license is specific to the County and Service Location(s) for which the ICS Services are provided and may not be transferred other than through an authorized assignment of this Agreement. Upon the termination hereof, this license and all rights of County to Use the software will expire and terminate. County will not transform, decompile, reverse engineer, disassemble or in any way modify any of the software or otherwise determine or attempt to determine source code from executable code of any elements of the software.
24. **Third Party Software.** Third-party software licenses may be contained in certain software included with equipment and may therefore require a click-through acceptance by any users. Such software licenses are incorporated herein by reference and can be made available upon request.
25. **Taxes.** Except as expressly provided for herein, each party shall bear responsibility for its own taxes and such other costs and expenses arising in connection with the performance of their respective obligations hereunder.
26. **Insurance.** At all times during the Term of this Agreement, ICS shall maintain in effect the following types and amounts of insurance:
 - a. General Liability Insurance: \$1,000,000 per occurrence; \$1,000,000 personal injury; \$2,000,000 general aggregate; \$2,000,000 products/completed operations.
 - b. Commercial Automobile Liability: \$1,000,000 Combined Single Limit.
 - c. Workers' Compensation: ICS shall comply with all workers' compensation requirements for the jurisdictions in which employees/representatives perform applicable duties.

ICS shall provide certificates evidencing the above coverage amounts upon request from County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates set forth below, and represent and warrant that they have full authority to execute this Agreement on behalf of their respective parties:

Inmate Calling Solutions, LLC
d/b/a ICSolutions

Bulloch County, Georgia

 (Signature)

 (Signature)

 (Printed Name)

 (Printed Name)

 (Title)

 (Title)

 (Date)

 (Date)

Attachment: 2022 ICS Contract (Service Renewal- Inmate Calling Solutions d/b/a ICSolutions (ICS))

Exhibit A – County Addresses

Principal Business Address (used for all notices hereunder):

Bulloch County Prison
17301 US Hwy 301 North
Statesboro, GA 30458

Facilities & Service Locations:

Facility Name

Service Locations

Bulloch County Prison

17301 US Hwy 301 North
Statesboro, GA 30458

Equipment to be shipped to:

Bulloch County Prison
17301 US Hwy 301 North
Statesboro, GA 30458

Commissions to be paid to:

Bulloch County
17301 US Hwy 301 North
Statesboro, GA 30458

Exhibit B – Equipment & Services

The Enforcer® centralized call processing platform, including all features and functionality implemented under the Prior Agreement as of the Effective Date hereof, along with the following:

- All on-site hardware shall be refreshed and refurbished as needed
- Additional training for facility staff as needed
- Casemaker™ Law Library

The Bridge 8 Handheld Inmate Tablets

- Wireless, 8” inmate tablets (As needed up to one per four inmates)
- Inmate email/text messaging
- Inmate Calling app for secure inmate calling through ICS’ Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting, forms, appointment request, & inmate handbook
- Commissary ordering
- Educational content
- Entertainment content
- Video Chat (optional)
- Law library subscription service.
- Turnkey installation including hardware, software, wireless access points, and charging stations

Exhibit C – Rates & Charges

The following rates apply to calls from all Service Locations:

| Prepaid, Debit, Qwikcall™ & Direct Bill Calling Rates | |
|--|--------------------------|
| <u>Call Type</u> | <u>Per Minute Charge</u> |
| Local | \$0.14 |
| Intrastate/IntraLATA | \$0.14 |
| Intrastate/InterLATA | \$0.14 |
| Interstate | \$0.14 |
| International (Debit only) | * Cost + \$0.14 |

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

* “Cost” means ICS’ underlying carrier cost based on an average rate per minute per destination calculated quarterly pursuant to 47 CFR § 64.6030 (e).

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

| | |
|---|--------|
| Payment Processing Fee (Live Agent) | \$5.95 |
| Payment Processing Fee (IVR, Internet & QwikCall®)... | \$3.00 |
| Direct Billing Statement Fee | \$2.00 |

Other Service Fees (commissionable; see Exhibit D):

| | |
|---|--------|
| Tablet Messaging (per message/photo) | \$0.25 |
| Tablet Entertainment Streaming (per minute) | \$0.05 |

(All other fees free or waived)

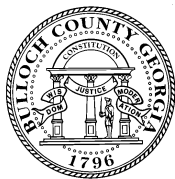
Exhibit D – Commissions

ICS shall pay to County a Commission of 60% of the gross call revenue for all call types generated from County's Service Locations. ICS shall also pay to County a Commission of 25% of any service fees collected with respect to Tablet Messaging and Entertainment Streaming services.

In addition to the foregoing, ICS shall pay to County a one-time Commission bonus of \$20,000 due within ten (10) business days following the full execution hereof.

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

Attachment: 2022 ICS Contract (Service Renewal- Inmate Calling Solutions d/b/a ICSolutions (ICS))



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Fire

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Motion to approve 12 portable radios, shoulder mics, and programming from MAC to outfit career and volunteer firefighters.

Summary / Background Attach Detailed Summary:

The fire department has recently added six new volunteers. They need a portable radio to communicate to 911 and to other firefighters to ensure safe operations on the fire ground. Also, the commissioners have approved six career personnel slated to be hired in October. They are in need of a portable radio for the same reasons stated above.

| Agenda Category | | Financial Impact Statement | | |
|---|----------------|----------------------------|---------------------------------|----|
| New Business | Budgeted Item? | YES | Amendment or Transfer Required? | NO |
| <p>Attach Detailed Analysis, If Needed:</p> | | | | |
| <p style="text-align: center;">Agenda Item Review and Approval</p> | | | | |

Review:

Faye Bragg Completed 07/29/2022 9:26 AM

Kristie King Pending

Tom Couch Pending

Cindy Steinmann Pending

Board of Commissioners Pending 08/16/2022 8:30 AM

| SOLE SOURCE JUSTIFICATION FORM BULLOCH COUNTY PURCHASING OFFICE | | | |
|--|---|-----------------|------------|
| DATE | 7/27/2022 | REQUISITION NO. | |
| DEPARTMENT INFORMATION | | | |
| Department | Fire | Department Head | Ben Tapley |
| VENDOR INFORMATION | | | |
| Vendor Name | MCA (formally Savannah Communications) | | |
| Street Address | 430 Matthews Road | | |
| City | Statesboro | | |
| State and Zip Code | Georgia, 30458 | | |
| Phone Number | 912.489.2878 | | |
| Fax Number | 912.414.7952 | | |
| E-mail or Web Site Address | www.callmc.com | | |
| <p>Please specifically justify why the items or services to be approved for sole source treatment: Motorola radios and products have been chosen by Bulloch County for our communications needs. MCA, the old Savannah Communications is the vendor for our area for Motorola. This is a sole source request from the Motorola vendor.</p> | | | |
| CHECK | SOLE SOURCE CONSIDERATIONS | | |
| X | Exclusive Rights: Item is proprietary under patent or copyright; or possesses a unique function or capability held by single vendor possessing capabilities critical for use (if item is proprietary but available from more than one source, competitive proposals are required). | | |
| | Replacement Parts, Equipment or Accessories: Needed for repair of existing equipment where compatibility is essential for integrity of results and there are no other dealers or distributors. | | |
| X | Technical Service: Service provided is of a highly specialized or scientific nature where proposed vendor is the only resource available or within the geographic area. | | |
| | Continuation of Prior Work: Additional item, service or work required, but not known to have been needed when the original order was placed with vendor | | |
| | Other: Otherwise, due to special scientific, technological, or extraordinary specifications or circumstances, the goods or services is available from only one vendor. | | |
| ATTACH THE FIRM PRICE QUOTATION AND PURCHASE REQUISITION FORM FROM THE SOLE SOURCE VENDOR. QUOTED PRICES SHALL BE FIRM FOR 30 DAYS AND SHALL BE DELIVERED FOB: BULLOCH COUNTY. | | | |
| I hereby declare that the information provided herein to be true and accurate to the best of my knowledge and I understand that false or misleading information may be a violation of County Purchasing Policies. | | | |
|  Signature of Requestor | | | |
| IF THE PURCHASE IS \$15,000.00 OR MORE, APPROVAL IS REQUIRED BY THE BOARD OF COMMISSIONERS | | | |

REQUISITION

TO: PURCHASING

DATE: 7/27/2022

THE FOLLOWING ITEMS ARE REQUESTED TO BE PURCHASED:

| VENDOR QUOTATIONS | | | | | | | | | | | | |
|-------------------|--|------------|-------------|-------------|-----------|--|------------|-----------|--|------------|-----------|--|
| | | NO. 1 | | | NO. 2 | | | NO. 3 | | | | |
| QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL PRICE | MCA | | | | | | | | |
| | | | | UNIT PRICE | EXTENSION | | UNIT PRICE | EXTENSION | | UNIT PRICE | EXTENSION | |
| 12 | APX 6000 XE Radios with shoulder micsand programming | \$7,177.85 | | \$86,134.20 | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

| | | |
|--|--|-------------------------------------|
| REQUESTING DEPARTMENT Fire | NOTES This is the vendor for our area for Motorola radios. We use Motorola products in Billoch County. This is our vendor that helped design our radio system. They were formally known as Savannah Communications. | AWARD TO: MCA |
| DEPARTMENT HEAD/DISEGNEE Ben Tapley, Interim Fire Chief | | (IF NOT LOW QUOTATION STATE REASON) |
| DEPT. ACCOUNT NO.: 32530000-542500-PSADM | | PURCHASE ORDER NO.: |



Attachment: Agenda Item for Portable Radios - Fire Department (Portable Radio Purchase)

BULLOCH COUNTY BOARD OF COMMISSIONERS

07/14/20



07/14/2022

BULLOCH COUNTY BOARD OF COMMISSIONERS
17245 HWY 301 N
STATESBORO, GA 30458

Dear Edwin Wynn,

Motorola Solutions is pleased to present BULLOCH COUNTY BOARD OF COMMISSIONERS with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BULLOCH COUNTY BOARD OF COMMISSIONERS with the best products and services available in the communications industry. Please direct any questions to James Smith at Billy.Smith@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

James Smith
Southeast Georgia Account Executive



QUOTE-18176

Billing Address:
 BULLOCH COUNTY BOARD OF
 COMMISSIONERS
 17245 HWY 301 N
 STATESBORO, GA 30458
 US

Quote Date:07/14/2022
 Expiration Date:10/12/2022
 Quote Created By:
 James Smith
 Southeast Georgia Account Executive
 Billy.Smith@
 motorolasolutions.com
 843-816-0275

End Customer:
 BULLOCH COUNTY BOARD OF
 COMMISSIONERS
 Edwin Wynn
 tedwynn@bulloch.net
 (912) 489-1661
 Contract: 36717 - GA NASPO

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|---|-----|------------|------------|-----------------|
| | APX™ 6000 Series | APX6000 XE | | | | |
| 1 | H98UCF9PW6BN | APX6000 700/800 MODEL 2.5 PORTABLE | 6 | \$8,733.00 | \$6,459.60 | \$38,757.60 |
| 1a | H869BZ | ENH: MULTIKEY | 6 | | | |
| 1b | HA00022AC | ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE | 6 | | | |
| 1c | Q361AR | ADD: P25 9600 BAUD TRUNKING | 6 | | | |
| 1d | QA02006AA | ENH: APX6000XE RUGGED RADIO | 6 | | | |
| 1e | QA00580AC | ADD: TDMA OPERATION | 6 | | | |
| 1f | QA09008AA | ADD: GROUP SERVICES | 6 | | | |
| 1g | QA07576AB | ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A) | 6 | | | |
| 1h | H38BT | ADD: SMARTZONE OPERATION | 6 | | | |
| 1i | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 6 | | | |

Attachment: Agenda Item for Portable Radios - Fire Department (Portable Radio Purchase)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-18176

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|------------------|---|-----|------------|------------|-----------------|
| 1j | Q629AK | ENH: AES ENCRYPTION AND ADP | 6 | | | |
| 2 | PMNN4573A | BATT IMPRES 2 LIION TIA4950 R IP68 4600T | 6 | \$240.00 | \$175.20 | \$1,051.20 |
| 3 | NNTN8860A | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA | 6 | \$169.56 | \$123.78 | \$742.68 |
| 4 | PMMN4107C | AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN | 6 | \$594.00 | \$433.62 | \$2,601.72 |
| 5 | LSV00Q00202A | DEVICE PROGRAMMING | 6 | \$71.43 | \$71.43 | \$428.58 |
| | APX™ 6000 Series | APX6000 XE | | | | |
| 6 | H98UCF9PW6BN | APX6000 700/800 MODEL 2.5 PORTABLE | 6 | \$8,569.00 | \$6,288.04 | \$37,728.24 |
| 6a | H869BZ | ENH: MULTIKEY | 6 | | | |
| 6b | Q361AR | ADD: P25 9600 BAUD TRUNKING | 6 | | | |
| 6c | QA02006AA | ENH: APX6000XE RUGGED RADIO | 6 | | | |
| 6d | Q58AL | ADD: 3Y ESSENTIAL SERVICE | 6 | | | |
| 6e | QA00580AC | ADD: TDMA OPERATION | 6 | | | |
| 6f | QA09008AA | ADD: GROUP SERVICES | 6 | | | |
| 6g | QA07576AB | ALT: TIA4950 BATT IMPRES 2 LIION 4600MAH (PMNN4573A) | 6 | | | |
| 6h | H38BT | ADD: SMARTZONE OPERATION | 6 | | | |
| 6i | QA01427AB | ALT: IMPACT GREEN HOUSING | 6 | | | |
| 6j | Q806BM | ADD: ASTRO DIGITAL CAI OPERATION | 6 | | | |
| 6k | Q629AK | ENH: AES ENCRYPTION AND ADP | 6 | | | |

Attachment: Agenda Item for Portable Radios - Fire Department (Portable Radio Purchase)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



QUOTE-18176

| Line # | Item Number | Description | Qty | List Price | Sale Price | Ext. Sale Price |
|--------|--------------|---|-----|------------|------------|-----------------|
| 7 | PMNN4573A | BATT IMPRES 2 LIION TIA4950 R IP68 4600T | 6 | \$240.00 | \$175.20 | \$1,051.20 |
| 8 | NNTN8863A | CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA PLUG | 6 | \$169.56 | \$123.78 | \$742.68 |
| 9 | LSV00Q00202A | DEVICE PROGRAMMING | 6 | \$71.43 | \$71.43 | \$428.58 |
| 10 | PMMN4107C | AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITHOUT CHANNEL KNOB, HIGH IMPACT GREEN | 6 | \$594.00 | \$433.62 | \$2,601.72 |

Grand Total **\$86,134.20(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Attachment: Agenda Item for Portable Radios - Fire Department (Portable Radio Purchase)



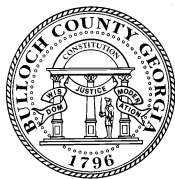
Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



| Purchase Order Checklist |
|--|
| Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this) |
| PO Number/ Contract Number |
| PO Date |
| Vendor = Motorola Solutions, Inc. |
| Payment (Billing) Terms/ State Contract Number |
| Bill-To Name on PO must be equal to the Legal Bill-To Name |
| Bill-To Address |
| Ship-To Address (If we are shipping to a MR location, it must be documented on PO) |
| Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO) |
| PO Amount must be equal to or greater than Order Total |
| Non-Editable Format (Word/ Excel templates cannot be accepted) |
| Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept |
| Ship To Contact Name & Phone # |
| Tax Exemption Status |
| Signatures (As required) |

Attachment: Agenda Item for Portable Radios - Fire Department (Portable Radio Purchase)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
County Manager

Meeting Date: August 16, 2022

Requested Motion or Item Title:

Approve a Resolution to Impose a Moratorium on Selected Residential Re-Zoning Applications in Southeast Bulloch County

Summary / Background Attach Detailed Summary:

The attached resolution will impose a moratorium for 180 calendar days on the acceptance of re-zoning applications for property located in the unincorporated area of Southeastern Bulloch County for R-40, R-25, R-15, R-3, R-2, PUD-1, and MHP. As recited in the resolution, the purpose of the moratorium is to allow time for review and revision of zoning, subdivision, and development ordinances and regulations in anticipation of the significant impact that the new Hyundai plant in Bryan County will have on residential growth in Southeastern Bulloch County. Approval is recommended.

| Agenda Category | Financial Impact Statement | | |
|---|----------------------------|----|---------------------------------------|
| New Business | Budgeted Item? | NO | Amendment or Transfer Required? NO |
| Attach Detailed Analysis, If Needed: | | | |

Agenda Item Review and Approval

Review:

Board of Commissioners Pending 08/16/2022 8:30 AM

James Pope Pending

Tom Couch Pending

Jeff Akins Completed 08/12/2022 3:44 PM

**COUNTY OF BULLOCH
STATE OF GEORGIA**

RESOLUTION NO. 2022-27

A RESOLUTION OF THE BULLOCH COUNTY BOARD OF COMMISSIONERS TO IMPOSE A MORATORIUM ON SELECTED RESIDENTIAL RE-ZONING APPLICATIONS IN SOUTHEAST BULLOCH COUNTY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Bulloch County is expected to be impacted resulting from the May 2022 announcement of the Hyundai Motor Group's location of a manufacturing facility in bordering Bryan County, Georgia where 8,100 on-site jobs and the potential for up to 9,500 spin-off jobs are to be created by the Year 2025; and

WHEREAS, Bulloch County will be an attractive option for workforce housing and spin-off business growth as the Savannah Metropolitan Area continues to saturate; and

WHEREAS, Bulloch County's traditionally rural southeast section was already experiencing rapid residential growth that is projected to double by 2030 as the result of the Hyundai impact; and

WHEREAS, the Bulloch County Board of Commissioners have been vested with substantial powers, rights and functions to generally regulate the practice, conduct or use of property for the purposes of maintaining health, morals, safety, security, peace, and the general welfare of the unincorporated area of Bulloch County as a whole, and now in particular Southeast Bulloch County; and

WHEREAS, Georgia law recognizes that local governments may impose reasonable and limited moratoria on zoning decisions, building permits, and other development approvals where exigent circumstances warrant the same, and in City of Roswell et al v. Outdoor Systems, Inc., 274 Ga. 130, 549 S.E. 2d 90 (2001) the Georgia Supreme Court held that such moratoria may be enacted for a reasonable period of time without the necessity of complying with the notice requirements of the Georgia Zoning Procedures Law; and

WHEREAS, the Georgia Supreme Court, in the case of DeKalb County v. Townsend, 243 Ga. 80 (1979), held that to justify a moratorium, "it must appear first, that the interests of the public generally, as distinguished from those of a particular class, require such interference; and second, that the means are reasonably necessary for the accomplishment of the purpose, and not unduly oppressive upon individuals," and the Bulloch County Board of Commissioners have found that the interests of the public necessitate the enactment of a moratorium on certain re-zoning applications in the unincorporated area of Southeast Bulloch County for health, safety, morals and general welfare purposes by means which are reasonable and not unduly oppressive; and

WHEREAS, the Bulloch County Board of Commissioners deems it important to integrate all of these concerns and therefore considers this moratorium a proper exercise of their

police powers; and

WHEREAS, the Bulloch County Board of Commissioners therefore consider it paramount that land use regulation continues in the most orderly and predictable fashion in the unincorporated area of Southeast Bulloch County and have a strong interest in growth management so as to promote the traditional police power goals of health, safety, morals, aesthetics and the general welfare of the community; and

WHEREAS, the Bulloch County Board of Commissioners' selected stakeholders, including staff, consultants, and the County Attorney, are reviewing the County's Comprehensive Plan, Zoning Ordinance, Subdivision Regulations, and other related policies and ordinances, to evaluate possible revisions to address current and future development trends according to the County's best estimates and projections of the type of development which could be anticipated within the unincorporated area of Southeast Bulloch County; and

WHEREAS, the Bulloch County Board of Commissioners has determined, out of public necessity and for the good of the citizens of Bulloch County, that a moratorium on the application for and issuance of specified zoning approvals is needed until the review is completed, along with any revisions to said plans, ordinances, regulations and policies, which is anticipated to take no longer than one hundred eighty (180) calendar days; and

WHEREAS, the Bulloch County Board of Commissioners constitutes the governing body of Bulloch County;

NOW THEREFORE, BE IT RESOLVED by the Bulloch County Board of Commissioners, and IT IS HEREBY RESOLVED by the authority of the same, as follows:

SECTION 1. FINDINGS OF FACT

The Bulloch County Board of Commissioners hereby make the following findings of fact:

- a. The announcement of Hyundai Motor Group's location in North Bryan County, bordering Bulloch County, will have a significant and immediate impact on population, housing, economic development and infrastructure in Bulloch County as whole, but particularly, Southeast Bulloch County.
- b. The Bulloch County Comprehensive Plan, Zoning Ordinance, Subdivision Regulations and other related policies and ordinances are in the process of being reviewed and revised by the County, due in substantial part to the need to address the anticipated impact of the Hyundai project in Southeast Bulloch County.
- c. The County's ongoing review and revision of these plans, ordinances, regulations and policies requires a limited cessation of the application for and issuance of specified residential re-zoning applications in Southeast Bulloch County.
- d. It is necessary and in the public interest to delay, for a reasonable period of time,

the processing of any applications for such specified residential re-zonings and to ensure that the same are consistent with the long-term planning objectives of the County.

SECTION 2. IMPOSITION OF MORATORIUM

- a. There is hereby imposed a moratorium on the acceptance of residential re-zoning applications in Southeast Bulloch County in the area shown in blue on the map attached hereto (the "Moratorium Area"), which map is incorporated herein and made a part hereof, for the following zoning districts:
 1. R-40 Single-Family Residential
 2. R-25 Single-Family Residential
 3. R-15 Single Family Residential
 4. R-3 Multi-Family-Family Residential
 5. R-2 Two-Family Residential
 6. PUD-1 Planned Residential Development
 7. MHP Manufactured Home Park
- b. The duration of this moratorium shall be one hundred eighty (180) calendar days from its effective date (concluding at the close of business on February 10, 2023), but the Bulloch County Board of Commissioners reserves the privilege to approve one extension for up to an additional one hundred eighty (180) calendar days.
- c. This moratorium shall be effective as of the date of adoption of this Resolution.
- d. This moratorium shall have no effect upon applications for or approvals of building permits, sketch plans, development plans, conceptual site plans, etc. for property in the Moratorium Area when such applications or approvals are based on the existing zoning as of the effective date of this moratorium.
- e. As of the effective date of this moratorium, no applications for re-zoning for any of the zoning districts listed in Section 2.a. will be accepted by any agent, employee or officer of the County with respect to any property in the Moratorium Area. Should any be so accepted for filing, it will be deemed in error, null and void and of no effect whatsoever and shall constitute no assurance whatsoever of any right to engage in any act, and any action in reliance on any such re-zoning application shall be unreasonable.

SECTION 3. SEVERABILITY

It is hereby declared to be the intention of the Bulloch County Board of Commissioners that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Bulloch County Board of Commissioners to be fully valid, enforceable and constitutional. It is hereby declared to be the intention of the Bulloch County Board of Commissioners that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase therein. It is

hereby further declared to be the intention of the Bulloch County Board of Commissioners that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Bulloch County Board of Commissioners that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 4. REPEALING CLAUSE

All resolutions, ordinances or parts thereof previously approved and adopted by the Bulloch County Board of Commissioners that are in conflict with any of the provisions contained in this Resolution are, to the extent of such conflict, hereby superseded and repealed.

SECTION 5. PREAMBLE INCORPORATED BY REFERENCE

The preamble of this Resolution shall be considered to be and is hereby incorporated by reference as if fully set out herein.

SECTION 6. EFFECTIVE DATE

This Resolution, and the moratorium imposed hereby, shall take effect immediately upon its adoption and shall remain in effect until the expiration of the moratorium imposed hereby, or until it is repealed or superseded by further action of the Bulloch County Board of Commissioners.

RESOLUTION APPROVED AND ADOPTED this 16th day of August, 2022.

**BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA**

**By: _____
Roy Thompson, Chairman**

**Attest: _____
Olympia Gaines, Clerk**

(SEAL)

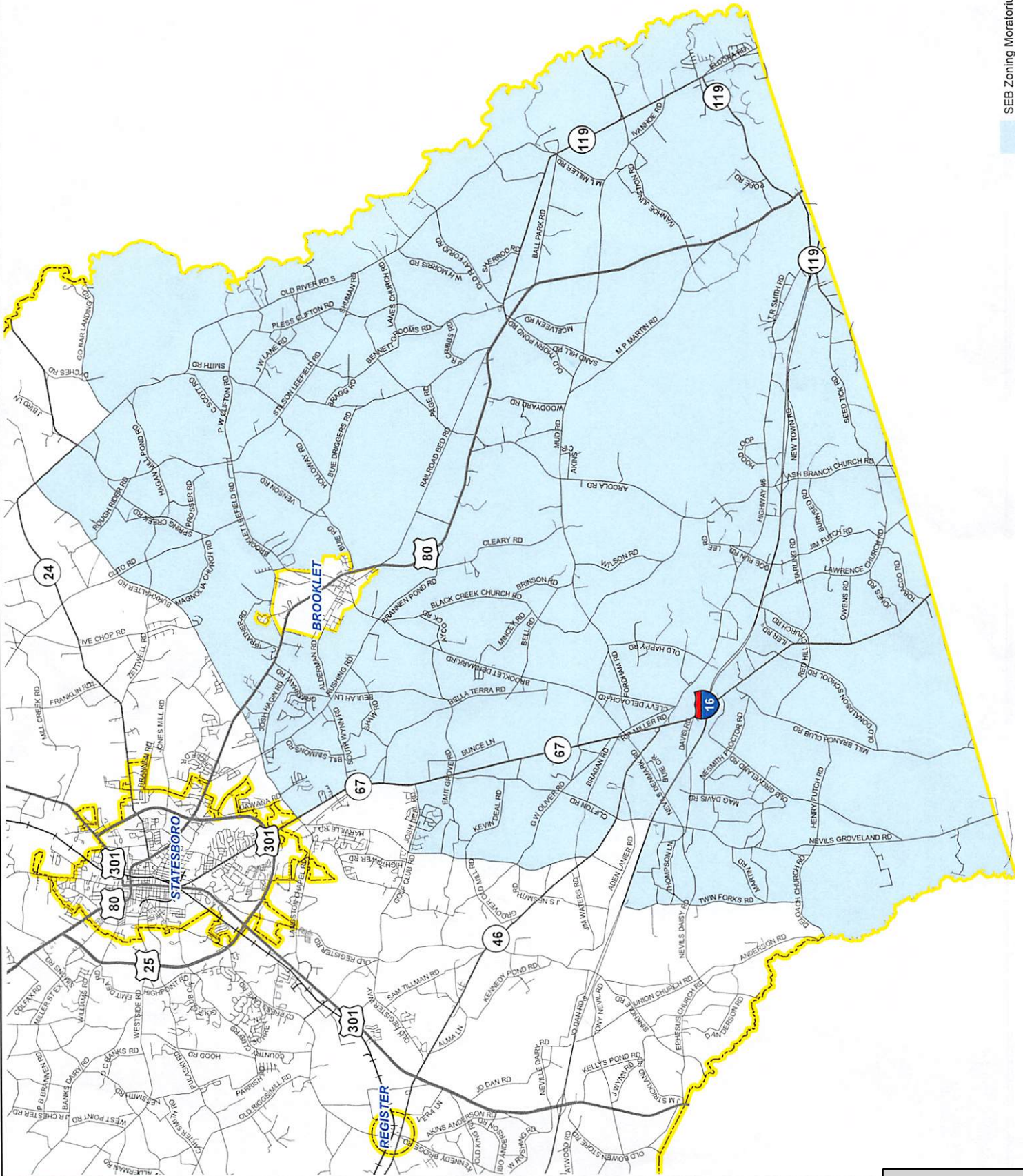
Attachment: Moratorium Resolution (Moratorium- Selected Residential Rezoning)



Southeast Bulloch Zoning Moratorium Area for Bulloch County, Georgia

2 Miles

SEB Zoning Moratorium Area



Attachment: Moratorium Resolution (Moratorium- Selected Residential Rezoning)



Bulloch County Board of Commissioners Agenda Item Summary

Department Making Request:
Public Works

Meeting Date: August 16, 2022

Requested Motion or Item Title:
Presentation from MSW Consultants

Summary / Background Attach Detailed Summary:
Please see the attached presentation.

| Agenda Category | | Financial Impact Statement | | |
|---|----------------|----------------------------|---------------------------------|----|
| Presentation | Budgeted Item? | NO | Amendment or Transfer Required? | NO |
| <p>Attach Detailed Analysis, If Needed:</p> | | | | |
| <p style="text-align: center;">Agenda Item Review and Approval</p> | | | | |

Review:

Board of Commissioners

Pending

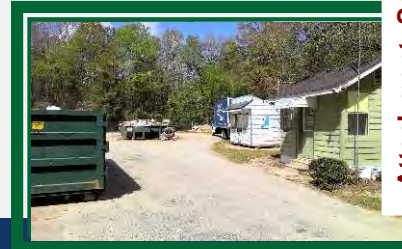
08/16/2022 8:30 AM

Solid Waste Study

1

PRESENTATION TO COMMISSION

BULLOCH COUNTY, GA
AUGUST 16, 2022



Tasks Completed to Date

2

- Compiled & reviewed existing system information
- Site visit: interviewed staff, toured facilities and waste management drop-offs
- Estimated material generation
- Researched recycling markets
- Conducted cost of service analysis
- Analysis of alternative service provision
- Conducted working meetings with staff

Key Findings

3

- High level of service offered
 - 21 sites to maintain and service is resource intensive
 - Most open 7 days per week, 12.5 hours/day
- Number of locations makes it challenging to manage and control the misbehaviors
 - Sites are unstaffed
 - Materials commonly placed outside and around containers
- Mutually beneficial program utilizing inmate labor
- Pay rate below average (benefit package good)
- Nice (new) sanitation operations headquarters

Quick County Comparison

4

| Community | Population | Households | Land in Sq.Mi. | # County Convenience Ctrs | Sq.Mi. per Site | Uninc. HH per Site |
|-------------------|------------|------------|----------------|---------------------------|-----------------|--------------------|
| Bulloch County GA | 82,442 | | 672.81 | 21 | 32 | |
| Unincorporated HH | | 19,501 | | | | 929 |
| Union County NC | 238,267 | | 631.52 | 6 | 105 | |
| Unincorporated HH | | 26,194 | | | | 4,366 |
| Liberty County GA | 65,256 | | 489.80 | 7 | 70 | |
| Unincorporated HH | | 6,461 | | | | 923 |

Estimated Generation per HH

5

| | |
|--|---------------|
| Unincorporated Households | 19,501 |
| <u>Estimated Incorporated Households</u> | <u>15,000</u> |
| Total | 34,501 |

| Material Stream | Annual Tons | Tons/HH (Unincorporated Only) | Tons/HH (All HHs) |
|------------------------|--------------------|--|------------------------------|
| Bulk (MSW) | 16,519 | 0.85 | 0.48 |
| Inert (Yard Waste) | 1,398 | 0.07 | 0.04 |
| Tires | 275 | 0.01 | 0.01 |
| Metal | 455 | 0.02 | 0.01 |
| Total | 18,647 | 0.96 | 0.54 |

Cost of Service Analysis

6

Full Cost of Current Services

7

| Cost Center | Annual Revenue Need | Adjusted Annual Revenue Need* |
|---------------------------|---------------------|-------------------------------|
| Mgmt & Admin | \$524,036 | |
| Collection | \$2,523,483 | \$2,989,111 |
| Convenience Centers | \$2,288,030 | \$2,710,213 |
| Container Rental Services | \$235,452 | \$278,898 |
| Facilities | \$131,256 | \$155,475 |
| MRF | \$131,256 | \$155,475 |
| Other | \$185,288 | \$219,477 |
| Total | \$3,364,063 | \$3,364,063 |

**applies management & administration across services*

Preliminary Cost per Household

8

| | |
|------------------------------------|---------------|
| Unincorporated Households (HH) | 19,501 |
| Estimated Incorporated Households | 15,000 |
| <i>Total Households</i> | <i>34,501</i> |
| Convenience Center Annual Cost | \$2,710,213 |
| Annual Cost per Unincorporated HHs | \$138.98 |
| Annual Cost per All HHs | \$78.55 |

Alternatives Considered (to Date)

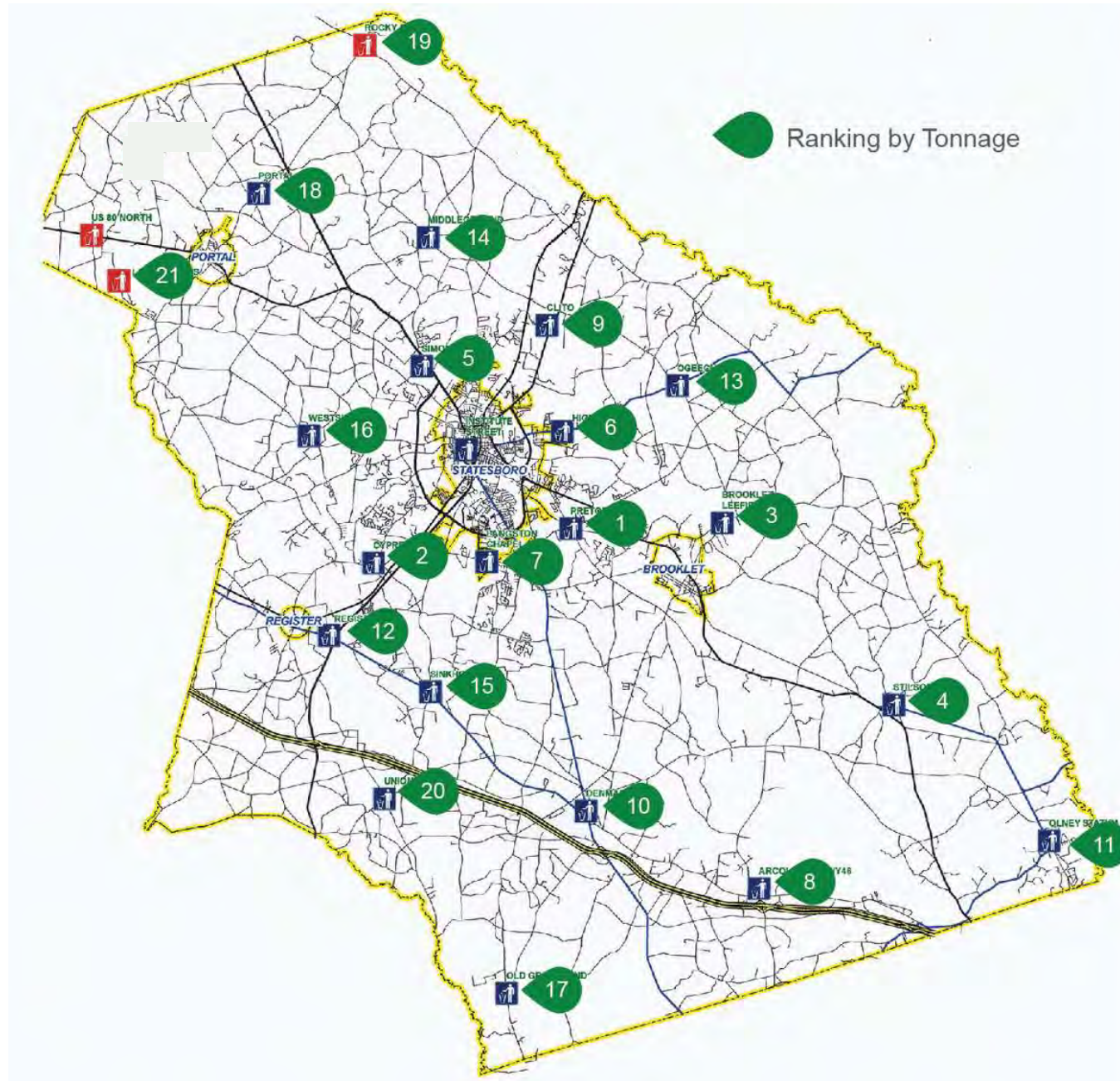
9

- Consolidate convenience centers and leave unstaffed
- Re-open MRF and Statesboro recycling site
- Consolidate and staff sites & offer recycling at the consolidated sites

Collection Center Consolidation

10

ALTERNATIVE #1



| Rank by Tons | Site | Total Tons |
|--------------|---------------------|------------|
| 1 | 6 Points / Pretoria | 1,964 |
| 2 | Cypress Lake | 1,824 |
| 3 | Leefield | 1,308 |
| 4 | Stilson | 1,237 |
| 5 | Simons Road | 1,189 |
| 6 | Hwy 24 | 1,088 |
| 7 | Langston Chapel | 1,037 |
| 8 | Arcola / 46 | 994 |
| 9 | Clito | 974 |
| 10 | Denmark | 937 |
| 11 | Olney Station | 924 |
| 12 | Pine Inn | 817 |
| 13 | Ogeechee | 787 |
| 14 | Middleground | 754 |
| 15 | Sinkhole | 587 |
| 16 | Westside | 554 |
| 17 | Old Groveland | 437 |
| 18 | Portal 80 West | 414 |
| 19 | Rocky Ford | 367 |
| 20 | Union Church | 354 |
| 21 | Lake Collins | 114 |
| Total | | 18,647 |

Consolidation Fiscal Impact

13

- Approximately 1% annual cost savings
< \$50,000 annual expense reduction
- Additional savings for maintaining fewer sites
- Capital investment required for new regional site in region of current Denmark site

Further Considerations

14

- Reduce hours of operation based on industry standards
- Sites are still unstaffed under this alternative
- Recycling is not included in this alternative

Reopen MRF and Statesboro Recycling Site

15

ALTERNATIVE # 2

Resume Material Recovery Facility/Recycling Center Operations Analysis

16

- Estimated Recycling Tonnage ~ 550 residential tons
- Staffed collection site(s) serviced by County trucks
 - Statesboro Recycling site staff– one 40 hr. FTE - \$39,109
 - Possible unmanned drop-off at entry to TS/MRF
- MRF Staffing and Operation Expenses

| Cost Center | FTE | Cost |
|------------------------------------|------------|------------------|
| Full-Time Supervisor/Foreman* | 1 | \$66,496 |
| Part-Time Recycling Site Attendant | 0.5 | \$24,554 |
| Sorters (Inmate Labor) | 4.0 | \$0 |
| Utilities/Supplies | | \$40,000 |
| Total | 5.5 | \$131,051 |

*.5 considered for MRF ops, .5 considered for area recycling professional tasks

Reopen MRF and Statesboro Recycling Site

Fiscal Impacts

17

Fiscal Impacts of Consolidated Sites, Re-Opened MRF, and Re-Opened Statesboro Site

| | |
|---|--------------------|
| Current Full Cost of Convenience Centers | \$2,710,213 |
| Current Full Cost of MRF | \$155,475 |
| Total Current Full Cost of CCs and MRF | \$2,865,688 |
| New Full Cost of Convenience Centers | \$2,668,244 |
| New Full Cost of MRF | \$333,194 |
| Total New Full Cost | \$3,001,439 |
| Estimated Increase Percent | 4.7% |
| Estimate Increase Total | \$136,000 |

Recent Recycling Market Analysis

18

- Market began rebounding in early 2021
- Brokers regained interest in securing materials



Fiber Materials

19



Metal Cans

20



Plastic Recyclables

21



Glass Jars and Bottles

22



Outlets for Material

23

- Several brokers spoken to, interested in various materials
 - Grief Recycling
 - KW Plastics
 - Sonoco
 - Transtech
 - WestRock

- Local entrepreneur – Boro Recycling
 - Process using all household plastics and glass to make landscape aggregate and other materials

Staff Consolidated Sites & Add Recycling Containers

24

ALTERNATIVE #3

Description

25

- Consolidate the centers as in the first alternative
- Open MRF and Statesboro Recycling site as in the second alternative
- Staff the consolidated sites for limited hours (assumes 40 hours/week x 13 site attendants @\$39,109 ea.)
- Add a recycling container(s) at each of the consolidated sites

Staff Consolidated Sites & Add Recycling Containers

Fiscal Impacts

26

Fiscal Impacts of Consolidated Sites, Re-Opened MRF, Re-Opened Statesboro Site, and Recycling at All Sites

| | |
|---|--------------------|
| Current Full Cost of Convenience Centers | \$2,710,213 |
| Current Full Cost of MRF | \$155,475 |
| Total Current Full Cost of CCs and MRF | \$2,865,688 |
| New Full Cost of Convenience Centers | \$3,169,745 |
| New Full Cost of MRF | \$326,178 |
| Total New Full Cost | \$3,495,923 |
| Estimated Increase Percent | 22.0% |
| Estimate Increase Total | \$630,000 |

System Funding Consideration

27

Sanitation Services in Bulloch County

28

| Municipality | Households | Refuse | Recycling | Yard Waste | Bulk |
|-----------------------|---------------|--------|-----------|------------|---------|
| Statesboro | 14,206 | 1x/wk | None | 1x/wk | On-Call |
| Brooklet | 663 | 1x/wk | None | 1x/wk | None |
| Portal | 274 | 1x/wk | None | None | None |
| Register | 68 | N/A | N/A | N/A | N/A |
| Unincorporated County | 19,501 | None | None | None | None |
| Total | 34,712 | | | | |

Conceptual Assessment Structure

29

| Municipality | Households | Baseline | | Scenario 3 | |
|-----------------------|---------------|-------------------|--------------------|-------------------|--------------------|
| | | Annual Assessment | Annual Revenue | Annual Assessment | Annual Revenue |
| Statesboro | 14,206 | \$13.14 | \$186,737 | \$21.74 | \$308,813 |
| Brooklet | 663 | \$13.14 | \$8,715 | \$21.74 | \$14,412 |
| Portal | 274 | \$27.49 | \$7,532 | \$38.75 | \$10,618 |
| Register | 68 | \$136.07 | \$9,252 | \$161.58 | \$10,988 |
| Unincorporated County | 19,501 | \$136.07 | \$2,653,452 | \$161.58 | \$3,151,092 |
| Total | 34,712 | | \$2,865,688 | | \$3,495,923 |

Discussion Points

30

- Curbside Polycart Collection (contracted or County)
 - Bulloch County unpaved roads and heavy collection trucks
- Labor costs
 - Low pay scale
 - Inmate labor vs. privatizing → large cost savings
- Next steps

Questions

31

John Culbertson, Principal
(407) 380-8951 | jculbertson@mswconsultants.com

www.mswconsultants.com

