### JASPER COUNTY BOARD OF COMMISSIONERS

Will have a

# **Work Session**

Monday, November 25, 2024

6:00 P.M.

# Small Courtroom, Second Floor The work session will be live-streamed via Facebook

### **Discussion Items:**

- 1. Employee Retirement Plan Improvement Options
- 2. Curbside Trash Pickup Contract & Other Options for Consideration
- 3. FY 2026 Budget Process

### **Additional Discussion (Time Permitting)**

- 4. Construction, Demolition and Industrial Waste Landfill Update
- 5. Fire Rescue Station 7 Buildout Update

Department:	Board of Commissioners
Date:	November 25, 2024
Subject:	Employee Retirement Plan – Improvement Options
Summary:	
Employee reti	rement plan improvement options and changes to be discussed
Background:	
Cost:	

Work Session Item 1 – Jasper County BOC

### Jasper County Proposed Benefit Plan

### Summary of Estimated Plan Costs

	Scenario 1A		Scenario 1B		Scenario 2A		Scenario 2B	
	1-19 years = 1.5% 20+ years = 2.0% Future Svc Only		1-19 years = 1.5% 20+ years = 2.0% All Service		1-19 years = 1.25% 20+ years = 1.75% Future Svc Only		1-19 years = 1.25% 20+ years = 1.75% All Service UER: Age 60/25yos	
		: Age 60/25yos EE Contribs		R: Age 60/25yos % EE Contribs		: Age 60/25yos EE Contribs		% EE Contribs
1 Estimated increase in Actuarial Accrued Liability as of 1/1/2024	\$	1,166,900	\$	2,172,200	\$	835,400	\$	1,383,100
Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation		77,400		144,100		55,400		91,800
3 Estimated increase in Normal Cost Due to Plan Change for 2024		74,300		122,600		47,800		72,500
4 Estimated increase in Term Cost for 2024		1,600		3,800		900		2,300
5 Estimated increase in Administrative Fees		-						
6 Total Covered Payroll for 2023		4,222,800		4,222,800		4,222,800		4,222,800
<u>Rec</u>	quired	Contribution	<u>s</u>					
7 2024 Required Employer Contribution Prior to Proposed Plan Change Employee Contribution Prior to Proposed Plan Change	\$	249,600 126,700	\$	249,600 126,700	\$	249,600 126,700	\$	249,600 126,700
2024 Required Contribution Prior to Proposed Plan Change - Employer contribution as a percent of payroll		376,300 5.9%		376,300 5.9%		376,300 5.9%		376,300 5.9%
8 Estimated 2024 Required Employer Contribution After Proposed Plan Change Estimated Employee Contribution After Proposed Plan Change	\$	318,500 211,100	\$	435,700 211,100	\$	269,300 211,100	\$	331,800 211,100
Estimated 2024 Required Contribution After Proposed Plan Change - Employer contribution as a percent of payroll		529,600 7.5%		646,800 10.3%		480,400 6.4%		542,900 7.9%

# Jasper County Proposed Benefit Plan

### Summary of Estimated Plan Costs

,	Scenario 1A		Sce	Scenario 1B		Scenario 2A		Scenario 2B		
	1-19 ye	ears = 1.5%	1-19 years = 1.5% 20+ years = 2.0% All Service		1-19 years = 1.25% 20+ years = 1.75% Future Svc Only		1-19 years = 1.25% 20+ years = 1.75% All Service			
	20+ ye	ears = 2.0%								
	Future	Svc Only								
	UER: Age 60/25yos		UER: Age 60/25yos		UER: Age 60/25yos		UER: Age 60/25yos			
	5% EE	Contribs	5% E	EE Contribs	5%	EE Contribs	5% l	EE Contribs		
Recommended Contributions										
9 2024 Recommended Employer Contribution Prior to Proposed Plan Change	\$	284,500	\$	284,500	\$	284,500	\$	284,500		
Employee Contribution Prior to Proposed Plan Change		126,700		126,700		126,700		126,700		
2024 Recommended Contribution Prior to Proposed Plan Change	\$	411,200	\$	411,200	\$	411,200	\$	411,200		
- Employer contribution as a percent of payroll		6.7%		6.7%		6.7%		6.7%		
10 Estimated 2024 Recommended Employer Contribution After Proposed Plan										
Change	\$	355,800	\$	476,000	\$	304,400	\$	369,300		
Estimated Employee Contribution After Proposed Plan Change		211,100		211,100		211,100		211,100		
Estimated 2024 Recommended Contribution After Proposed Plan Change	\$	566,900	\$	687,100	\$	515,500	\$	580,400		
- Employer contribution as a percent of payroll		8.4%		11.3%		7.2%		8.7%		

Note: 1) The results shown above are based on data provided by Jasper County for the 1/1/2024 funding valuation.

<sup>2)</sup> Required and Recommended Contributions based on actuarial assumptions detailed in the 2024 valuation report.

<sup>3)</sup> If the proposed plan amendment is adopted prior to year end, the full increase in the actuarial accrued liability will be recognized in the 2024 GASB 68 annual pension expense.

## Jasper County Defined Benefit Pension Plan

### **Proposed Actuarial Assumptions**

Annual Investment Return
--------------------------

7.00%

**Future Salary Increases** 

6.00% per year with an age based scale as follows:

Age	Salary Increase
Under 30	6.00% rate plus 1.50%
30 - 39	6.00% rate plus 0.50%
40 - 49	6.00% rate less 0.50%
50 or more	6.00% rate less 1.00%

Mortality

Pub-2010 Amount Weighted Mortality Table with 50% General Employees and 50% Public Safety Employees.

Termination

Vaughn Select and Ultimate Table through age 60.

Sample rates as follows:

Years	of	Emi	olo	νm	ent
-------	----	-----	-----	----	-----

<u>Age</u>	<u>1</u>	<u>2</u>	<u>3</u>	4 or more
25	27.8%	22.5%	18.5%	13.6%
35	23.8%	17.8%	13.8%	7.9%
45	19.8%	14.1%	10.1%	5.5%
55	16.2%	11.4%	7.4%	3.7%
60	16.2%	11.4%	7.4%	3.7%

### **Retirement Rates**

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<u>Age</u>	<u>Unreduced</u>	All Others
ages 55 to 60	15%	10%
ages 61 to 63	20%	10%
age 64	30%	20%
ages 65 to 66	30%	30%
age 67	50%	30%
ages 68 - 69	30%	30%
age 70	100%	100%

**Actuarial Cost Method** 

Entry Age Normal: A method under which the actuarial present value of the projected benefits of each individual included in an actuarial valuation is allocated on a level basis over the service of the individual between entry age and assumed exit ages(s).

**Cost of Living Adjustment** 

N/A

Contributions

Study increased Employee contributions from 3.0% of pay to 5.0% of pay.

		<u>s</u>	cenario 1A	2	cenario 1B
<u>Line</u>					
1	Estimated Increase in Acturial Accrued Liability as of 1-1-2024	\$	1,166,900	\$	2,172,200
2	Estimated Amortization of Plan Changes as a Level Percentage of Future Compensation	\$	77,400	\$	144,100
3	Estimated Increase in Normal Cost Due to Plan Changes for 2024	\$	74,300	\$	122,600
4	Estimated Increase in Term Cost for 2024	\$	1,600	\$	3,800
5	Estimated Increase in Administrative Fees	\$	-	\$	-
6	Total Covered Payroll for 2023	\$	4,222,800	\$	4,222,800
As Prese	nted in Cost Study	Require	ed Contributions	Require	ed Contributions
7	2024 Required Employer Contribution Prior to Proposed Plan Changes	\$	249,600	\$	249,600
	Employee Contribution Prior to Proposed Plan Change	\$	126,700	\$	126,700
	2024 Required Contribution Prior to Proposed Plan Change	\$	376,300	\$	376,300
	Employer contribution as a percent of covered payroll		5.9.%		5.9.%
8	Estimated 2024 Required Employer Contribution After Proposed Plan Changes	\$	318,500	\$	435,700
	Estimated Employee Contribution After Proposed Plan Changes	\$	211,100	\$	211,100
	Estimated 2024 Required Conribution After Proposed Plan Changes	\$	529,600	\$	646,800
	Employer contribution as a percent of covered payroll		7.5%		10.3%
	Estimated 2024 Required Employer Contribution After Proposed Plan Changes	\$	318,500	\$	435,700
	2024 Required Employer Contribution Prior to Proposed Plan Changes	\$	249,600	\$	249,600
	Increase in Employer Required Contribution	\$	68,900	\$	186,100
As Droso	nted in Cost Study with the following change: Employee contribution remains at 3%				
7 AS PIESE	2024 Required Employer Contribution Prior to Proposed Plan Changes	\$	249,600	\$	249,600
,	Employee Contribution Prior to Proposed Plan Change	\$	126,700	\$	126,700
	2024 Required Contribution Prior to Proposed Plan Change	\$	376,300	\$	376,300
	·	Ş	5.9.%	Ş	5.9%
	Employer contribution as a percent of covered payroll		3.3.76		3.5%
8	Estimated 2024 Required Employer Contribution After Proposed Plan Changes	\$	402,900	\$	520,100
	Estimated Employee Contribution After Proposed Plan Changes	\$	126,700	\$	126,700
	Estimated 2024 Required Conribution After Proposed Plan Changes	\$	529,600	\$	646,800
	Employer contribution as a percent of covered payroll		9.5%		12.3%
	Estimated 2024 Required Employer Contribution After Proposed Plan Changes	\$	402,900	\$	520,100
	2024 Required Employer Contribution Prior to Proposed Plan Changes	\$	249,600	; \$	249,600
	Increase in Employer Required Contribution	\$	153,300	\$	270,500
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	Jasper	Morgan	Putnam	Jones	Monroe	Butts	Newton
Define Benefit Vesting Normal retirement Age Unreduced Early Age Years Needed Reduced Early Age Years Needed	Yes 4 years 65 No N/A N/A Yes 60 10	Yes 10 years 65 Yes 60 25 Yes 60 10	Yes (closed) 5 years 65 Yes Min Age 55 25 Yes 50 10	Yes 5 years 65 Yes 60 20 Yes 55/60 20/10	Yes 5 years 65 Yes 55 20 Yes 60 10	Yes 5 years 65 Yes Min Age 55 Rule of 75 Yes 60 10	Yes 5 years 65 No N/A N/A No N/A N/A
Multiplier  Employer Required Contribution Employer Recommended Contribution Employee Contribution	1% (est.) 5.9% 6.7% 3%	1.25% 10.2% 15.7% 2%	1.5% (est.) 16.1% 17.3% 0%	1.5% (est.) 13.5% 14.2% 0%	1.75% 17.6% 18.6% 0%	2% 25.1% 27.4% 0%	1.25% N/A N/A N/A 2%
Define Contribution 401a Vesting Employer Base Employer Match Employee Required Employee 457 Total Plan	No Optional	Yes 5 Year (cliff) 0% 100% up to 2% 0% 2% 4%	Yes 5 Year (cliff) 4% 100% up to 3% 4% 3% 14%	No Optional	No Optional	No Optional	Yes 5 Year (cliff) 4% 50% up to 2% 0% 4% 10%

	Screven	Jeff Davis	Brooks	Oglethorpe	Washington	Cook
Define Benefit	No	Yes	Yes	Yes(closed)	Yes(closed)	No
Vesting		5 years	5 years	5 years	5 years	
Normal retirement Age		65	65	65	65	
Unreduced Early		Yes	No	No	Yes	
Age		55	N/A	N/A	Min Age 58	
Years Needed		20	N/A	N/A	Rule of 80	
Reduced Early		Yes	Yes	Yes	Yes	
Age		60	60	60	60	
Years Needed		10	10	10	10	
Multiplier		1% (est.)	1.25% (est.)	1% (est.)	2.25% (est.) Max 27 years	
Employer Required Contribution		9.0%	10.8%	5.6%	46.3%	
Employer Recommended Contribution		9.5%	11.2%	5.6%	54.4%	
Employee Contribution		0%	0%	0%	7%	
Define Contribution 401a	Yes	No	No	Yes	Yes	No
Vesting	5 Year (step)			5 Year (step)	5 Year( step)	
Employer Base	3%			5%	3%	
Employer Match	50% up to 1%			50% up to 2%	100% up to 6%	
<b>Employee Required</b>	0%			5%	3%	
Employee 457	2%	Optional	Optional	4%	6%	Optional
Total Plan	6%			16%	18%	

New Plan

[--]

# ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA 457(b) DEFERRED COMPENSATION PLAN FOR JASPER COUNTY EMPLOYEES

### **ARTICLE I: PURPOSE**

The undersigned Jasper County, by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Contribution Plan Program (the "Plan"), the Association County Commissioners of Georgia Defined Contribution Plan Program Master Trust (the "Trust"), and adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

### TYPE OF PLAN ADOPTION

[X]	Amendment and Restatement of Previously Adopted Plan			
		ARTICLE II: DEFINITIONS		
set forth	Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning orth in the Plan and Trust.			
	2.06	COMPENSATION		
[X]		Amounts as defined in Code Section 3401(a) for purposes of income tax withholding at the source (as reported to the Employee on IRS Form W-2 for such year)		
[]		Other (specify):		
	2.09	EFFECTIVE DATE		
[]		New 457(b) Deferred Compensation Plan with an Effective Date of (the "Original Effective Date")		
[X]		Amendment and restatement of a previously established 457(b) Deferred Compensation Plan with a previous Effective Date of August 15, 2000 (the "Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is January 1, 2013.		

2012-457-AA-1 Jasper County

### 2.10 ELIGIBLE EMPLOYEE

	Employees, other than Elected Officials	Include	Exclude
	All Employees	[X]	[]
	Full-time Employees only	[~-]	[]
[]	Working for the Employer at least () Hours of Service per week for Compensation		
[]	Other Definition:		
	Other Employees	[]	[]
	Definition of Other Employee:		
	Elected or Appointed Officials of the Employer		
	County Commissioners	[X]	[]
	Coroner	[X]	[]
	Sheriff	[X]	[]
	Tax Commissioner	[X]	[]
	Clerk of Superior Court	[X]	[]
	Magistrate Judge	[X]	[]
	Probate Court Judge	[ <b>X</b> ]	[]
	State Court Judge	[X]	[]
	Superior Court Judge	[X]	[]
	Juvenile Court Judge	[X]	[]
	Solicitor or Solicitor General	[X]	[]
	District Attorney	[X]	[]
	Employees of Tax Commissioners	[X]	[]
	Extension Agents	[ <b>X</b> ]	[]
	Other (specify):	[]	[]
	Excluded Employees		
	No other excluded employees	[X]	[]
	Excluded employees (specify):	[-]	[]

### 2.14 EMPLOYER

The term "Employer" means Jasper County.

2012-457-AA-1 Jasper County

2.16	EN	TRY	TIA	TE
20 LU	1001	1111	-	

[--] The first day of the first pay period beginning after the January 1<sup>st</sup> that the Participant first executes an Enrollment Form or is contractually enrolled by the Employer

[X] The first day of the first pay period of the month after the Participant first executes an Enrollment Form or is contractually enrolled by the Employer

The first day of the first pay period of the calendar quarter after the Participant first executes an Enrollment Form or is contractually enrolled by the Employer

[--] Other (specify):

[--]

### 2.23 PLAN

The name of the Plan as adopted by the Employer is the "ACCG 457(b) Deferred Compensation Plan for Jasper County Employees."

### 2.37 YEAR OF SERVICE

### Method of Measurement for Eligibility (if applicable)

[--] Hours of Service Method:

A twelve (12) consecutive month period during which the Eligible Employee completes one thousand (1000) Hours of Service

[X] Elapsed Time Method:

A period of twelve (12) consecutive months during which the Employee performs at least one (1) Hour of Service during the measuring period, following the Employee's first day of employment by the Employer and prior to the Employee's Severance from Employment Date

[--] Other (specify):

### Adjustments to Years of Service

[X] Service Before the Original Effective Date of the Plan included

### ARTICLE III: PARTICIPATION AND CONTRIBUTIONS

### 3.01 PARTICIPATION

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[]	Date on which the Eligible Employee completes(_) Year(s) of Service
[X]	The Eligible Employee's Employment Commencement Date
[]	The earlier of the date on which the Eligible Employee completes () Years of Service or attains age ()
[]	Other date (specify):

### 3.02 <u>EMPLOYEE CONTRIBUTIONS</u>

	<u>R</u>	oth Contributions
[]		Permitted
[X]		Not Permitted
	3.03	AUTOMATIC ENROLLMENT
[]		Required in the amount of (%) per year effective as of
[]		Pre-tax Contributions
[]		Roth Contributions
[]		Applies to all Eligible Employees who are not participating in the Plan
[]		Applies to newly hired Eligible Employees
[]		Deferral percentage increases percent (_%) per year up to percent (_%) after (_) years
[X]		Not Permitted
	3.04	EMPLOYER CONTRIBUTIONS
	<u>E</u> 1	nployer Basic Contributions
[X]		No Basic Contributions
[]		Basic Contributions equal to percent (%) of each Participant's Compensation
[]		Basic Contributions in a flat dollar amount equal to dollars (\$) for each Participant
[]		Other formula (specify):
		Basic Contributions shall be made:
[]		On a payroll basis
[]		On an annual basis
[]		Other (specify):
	<u>E</u> :	mployer Discretionary Contributions
[X]		No Discretionary Contributions
[]		Discretionary Contributions as determined each year by the Employer using the following Allocation Formula:
[]		Pro-Rata Based on Compensation
		Each Participant is credited with a portion of the Employer Contribution for the Plan Year equal to the ratio that the Participant's Compensation for the Plan Year bears to all Participants' Compensation for the Plan Year
[]		Fixed Dollar Formula
		Each Participant shall be credited with an equal dollar amount.

[-]		Other Formula (specify):	
		Discretionary Contributions shall be made:	
[]		On a payroll basis	
[-]		On an annual basis	
[-]		Other (specify):	
	<u>En</u>	mployer Matching Contributions	
[X]		No Matching Contributions	
[]		Matching Contributions equal to percent (%) of the first (%) up to percent (%) of Compensation.	
[]		Matching Contributions equal to percent (%) of the first (%) and percent (%) of the next percent contributed up to percent (%) of Compensation	percent (%) so
[]		Other formula:	
[]		Discretionary Matching Contributions as determined each year by the Employer	
[]		Matching Contributions shall be calculated based on whole percentages of Compens by the Participant	ation deferred
		Matching Contributions shall be made:	
[-]		On a payroll basis	
[]		On an annual basis	
[-]		Other (specify):	
		***If the Employer makes ANY Contributions under this Plan, the must be 100% vested and must be aggregated with Participant Confor purposes the maximum dollar amount that may be contributed in any one year.	ntributions
	3.05	ROLLOVER CONTRIBUTIONS	
[]		No rollovers permitted	
[X]		Eligible rollover contributions permitted to be made by:	No
		Eligible Employees, whether or not a Plan Participant []	[X]
		Plan Participants Only [X]	[]

### ARTICLE IV: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

No optional provisions

2012-457-AA-1 Jasper County

### ARTICLE V: BENEFITS

No optional provisions

### ARTICLE VI: DEATH BENEFITS

No optional provisions

Accounts Invested by Participants

ARTICLE VII: TRUST FUND

### 7.03 PARTICIPANT DIRECTION OF INVESTMENTS

### Participants direct investment of all Accounts [X][--] Participants direct investment of following Accounts only: Participant Employer Pre-tax Contribution Account [-][--] **Roth Contribution Account** [--] [--] Rollover Account [--] [--] **Employer Contribution Account** [-] [---] **Employer Matching Contribution Account** [--] [--] Self-directed Brokerage Self-directed Brokerage not permitted [X]Self-directed Brokerage permitted for all Participants' Accounts [--] [--] Self-directed Brokerage permitted for following Accounts only: <u>Yes</u> <u>No</u> Pre-Tax Contribution Account [--] [--] **Roth Contribution Account** [--] [-] Rollover Account [--] [--] **Employer Contribution Account** [--] [--] **Employer Matching Contribution Account** [--] [--]

The Employer hereby agrees to the provisions of this Adoption Agreement, the Plan and the Trust, and the Employer by its duly authorized officers has executed this Adoption Agreement, and the Trustee has signified its acceptance as Trustee under the Plan and Trust.

<b>JASPE</b>	R COUNTY
By:	Castonnamon
Title:	CHAIRMAN
Date:	9/9/13
ACCEP	TANCE (on behalf of the DC Board):
Ву:	P. le Muzz. 8
Title:	DC·C
Date:	10-12-2013

Work Session	1 Item 2 – Jasper County BOC
Department:	Board of Commissioners
Date:	November 25, 2024
Subject:	Curbside Trash Pickup Contract & Other Options for Consideration
Summary:	
Waste Manag	ement curbside trash pickup contract expires June 30, 2025.
Discussion ne	eded regarding upcoming contract expiration and other trash management options.
Background:	
Cost:	

### FOURTH AMENDMENT TO CONTRACT

THIS FOURTH AMENDMENT TO CONTRACT ("Amendment") is made and entered into as of the 30TH day of JUNE, 2022, by and between the Jasper County, Georgia, (the "County"), and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Atlanta, LLC (the "Company or Waste Management"). The County and the Company are hereinafter collectively referred to as the "Parties."

### WITNESSETH:

WHEREAS, the Parties entered into that certain contract dated January 8, 2007, as previously amended in the First, Second and Third Amendments, to secure the services of the Company to operate a waste hauling service for the County (collectively "the Contract"); and

WHEREAS, the Parties desire to further extend the term and document Company's compensation during the extended term, and certain other provisions of the Contract;

NOW THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, do hereby agree as follows:

- 1. The Contract is hereby extended for an additional period of up to three (3) one-year periods beginning July 1, 2022. Either party may provide written notice by certified mail to the other party at least sixty days (60 days) prior to July 1 of each year of its intent not to renew for the ensuing annual term. Otherwise, the Contract will automatically renew for an additional one year term for up to three total renewal periods. The term of the Contract may be further extended upon the mutual agreement of the parties expressed in writing prior to the expiration of the Contract.
- 3. Effective July 1, 2022, the compensation payable by the County to Company for service provided to Residential Units with once per week service shall be \$15.42 per month, including disposal. The rate for an additional cart is \$12.00 per month. Company shall only be required to collect Cart contents. This rate shall continue to be adjusted according to the terms of the Contract.
- 4. The CPI adjustment on all of Company's compensation shall continue to take effect each July I during the term of the Contract beginning July 1, 2023. The CPI index used for this extended term shall be 100% of the Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I.").
- 5. The definition of Force Majeure in the Contract shall be amended and replaced with the following language:

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such

natural disasters, epidemics and pandemics, labor shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), declarations or acts of domestic or foreign governments, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

6. Uncontrollable Circumstances. The services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, pandemic, hurricane or similar or different acts of God over which the Company has no control. In the event of such a flood, hurricane or other acts of God, Company and the County shall negotiate the payment to be made to Company for additional services, if the Company and County agree that the increased volume is to be handled by the Company. Further, if the County and Company reach such agreement, the County shall grant the Company variances in routes and schedules as deemed necessary by the Company.

### 7. Notices and Communication

Jasper County Board of Commissioners County Manager 126 West Greene Street, Suite 110 Monticello, GA 31064

Waste Management 154 Dundee Drive Milledgeville, GA 31061

With a copy to:

Waste Management Legal Department 800 Capitol Street, Suite 3000

Houston, TX 77002

- 8. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment, no amendment of the terms of the Contract is intended hereby and all of the terms and conditions of the Contract shall remain in full force and effect.
- 9. This Fourth Amendment is hereby incorporated into the Contract, which together with the Contract, and prior amendments, and any Exhibits attached thereto or hereto, contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Amendment and the Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the date first above written.

	JASPER COUNTY, GEORGIA
Marin L. Relpin Artest	By: Success & Alceny Its:
Steve Edwards	GEORGIA WASTE SYSTEMS, LLC  By:
Attest	Print Name: Michael j Holbrook/Public Sector Director



June 3, 2024

Mr. Mike Benton Jasper County Manager 126 W. Greene Street Monticello, Ga 31064

RE: Annual Rate Adjustment

Dear Mike,

WM wants to Thank You and the wonderful folks of Jasper County, Ga for the opportunity to service your community. We are looking forward to a continued partnership for many years to come.

In accordance with Contractual agreement, WM is requesting a yearly CPI rate adjustment of 5.3 % effective 07-01-24.

Please reach out if you have any questions or concerns.

Thank you for your business.

Sincerely,

Walt Ritter Public Sector Manager <u>Writter2@wm.com</u> 770-906-5216

> CHRRENT COST \$17.11 PER MORTE \$205.32 ARRUNI

Department:	Board of Commissioners
Date:	November 25, 2024
Subject:	FY 2026 Budget Process
Summary:	
Discussion reg	garding process change for developing the FY 2026 Budget.
Background:	
Cost:	

Work Session Item 3 – Jasper County BOC

Department:	Landfill			
Date:	November 25, 2024			
Subject:	Construction, Demolition and Industrial Waste Landfill Update			
Summary:				
Update on Jas	per County's Construction, Demolition and Industrial Waste Landfill.			
Background:	Background:			
Cost:				

Work Session Item 4 – Jasper County BOC

### **REMAINING CAPACITY REPORT**

PERMIT HOLDER:	Mike	Benton				
ADDRESS:	Rt.3 P.O. Box 317		Monticello	GA	31064	
TELEPHONE NO.:	7064684900					
SITE NAME:	JASPER COUNTY LANDFILL					
<b>EPD PERMIT NUMBE</b>	R: <u>079-007D</u>					

		<del>-</del>	CALCUL	.ATED
I.	SURVEY DATA Date of topographic survey		07/28/2024	
	Remaining Volume (Available Fill Volume Based on Survey)	120697	<del></del>	су
C	Estimated Percent by Volume of Total Used by Cover Soil	25		%
D	Net Remaining Waste Volume (Line B Reduced by Line C)	$\rightarrow$	90522.75	су
II.	AMOUNT OF SOLID WASTE DISPOSED	21.93		
	Tons Per Day Received for Disposal	110		ton/da
	Total Operational Days Per Year		<del></del>	days
G	Total Estimated Annual Tons Disposed	24	12.30	tons
III.	WASTE PLACEMENT	1000		
	Estimated Waste Compaction Density	0.5	<del></del>	lbs/cy
1	Estimated Waste Compaction Density	0.5	40.04	tons/c
J	Net Volume Used Per Day (Line E Divided by Line I)		43.86	cy/day
K	Net Volume Used Per Year (Line G Divided by Line I)		4824.6	cy/yr
٧.	REMAINING CAPACITY (SITE LIFE)			
L	· · · · · · · · · · · · · · · · · · ·		2063.90	days
M	Remaining Capacity (Line D Divided by Line K)		18.76 4/27/2043	years
N	Estimated Date of Completion for Facility	<b>→</b>	4/2//2043	
Al	DDITIONAL INFORMATION			
=				
l h	ereby certify the above determinations were performed un	der my direct sup	pervision.	
	egistered Professional Engineer eorgia Registration No.	Pe	ermit Holder	
			Date	
	Date			

Data	<b>Entry</b>	

### **REMAINING CAPACITY REPORT**

PERMIT HOLDER:	Mike	Benton				
ADDRESS:	Rt.3 P.O. Box 317		Monticello	GA	31064	
<b>TELEPHONE NO.:</b>	7064684900					
SITE NAME:	JASPER COUNTY LANDEILL					
<b>EPD PERMIT NUMBE</b>	R: <u>079-007D</u>					

-			CALCUI	_ATED
l	SURVEY DATA		08/03/2023	
	Date of topographic survey	130453	06/03/2023	
	Remaining Volume (Available Fill Volume Based on Survey) Estimated Percent by Volume of Total Used by Cover Soil	25		cy %
	Net Remaining Waste Volume (Line B Reduced by Line C)	<b>→</b>	97839.75	су
II.	AMOUNT OF SOLID WASTE DISPOSED	· · · · · · · · · · · · · · · · · · ·		
	Tons Per Day Received for Disposal	28.62		ton/day
	Total Operational Days Per Year	110		days
G	Total Estimated Annual Tons Disposed	314	8.20	tons
III.	WASTE PLACEMENT	1000		
Н	Estimated Waste Compaction Density	0.5	<del></del>	lbs/cy
!	Estimated Waste Compaction Density	0.5		tons/cy
J	Net Volume Used Per Day (Line E Divided by Line I)  Net Volume Used Per Year (Line G Divided by Line I)	<b>—</b>	<u>57.24</u>	cy/day
	Net volume used Per Year (Line & Divided by Line I)	_	6296.4	cy/yr
IV.	REMAINING CAPACITY (SITE LIFE)			_
L			1709.29	days
	Remaining Capacity (Line D Divided by Line K)	. —	2/12/2039	years
N	Estimated Date of Completion for Facility	<b></b>	2/12/2039	
1A 	DDITIONAL INFORMATION			
l h	ereby certify the above determinations were performed und	er my direct supe	ervision.	
	egistered Professional Engineer eorgia Registration No.	Per	rmit Holder	
	Date		Date	

Data	Entry	

### **REMAINING CAPACITY REPORT**

PERMIT HOLDER:	Mike	Benton				
ADDRESS:	Rt.3 P.O. Box 317		Monticello	GA	31064	
TELEPHONE NO.:	7064684900					
SITE NAME:	JASPER COUNTY LANDFILL					
<b>EPD PERMIT NUMBE</b>	ER: 079-007D					

E	EPD PERMIT NUMBER: 079-007D	<del></del>		
			CALCUL	ATED
1	SURVEY DATA  A Date of topographic survey  B Remaining Volume (Available Fill Volume Based on Survey)  C Estimated Percent by Volume of Total Used by Cover Soil	08/10 141862 25	9/2022	cy %
	D Net Remaining Waste Volume (Line B Reduced by Line C)	<b>→</b>	106396.50	су
l	AMOUNT OF SOLID WASTE DISPOSED  E Tons Per Day Received for Disposal  F Total Operational Days Per Year  G Total Estimated Annual Tons Disposed	56.58 110 6223.80		ton/day days tons
,	WASTE PLACEMENT  H Estimated Waste Compaction Density  Estimated Waste Compaction Density  Net Volume Used Per Day (Line E Divided by Line I)  K Net Volume Used Per Year (Line G Divided by Line I)	1000 0.5	113.16 12447.6	lbs/cy tons/cy cy/day cy/yr
i	REMAINING CAPACITY (SITE LIFE)  L Remaining Capacity (Line D Divided by Line J)  M Remaining Capacity (Line D Divided by Line K)  N Estimated Date of Completion for Facility	940.2 8.55 2/25/		days years
	ADDITIONAL INFORMATION			
ı	hereby certify the above determinations were performed u	nder my direct supervis	ion.	
	Registered Professional Engineer Georgia Registration No.	Permit I		
		Ua.	114	

Date

### REMAINING CAPACITY REPORT

PERMIT HOLDER:

Jasper County Board of Commissioners

ADDRESS:

544 Ted Sauls Road, Monticello, GA 31064

TELEPHONE NO.: 706-468-4917

SITE NAME:

Jasper County Landfill

EPD PERMIT NUMBER: 079-007D (C&D)

		CALCUI	ATED				
I.	SURVEY DATA						
Α	Date of topographic survey	October 15					
В	Remaining Volume (Available Fill Volume Based on Survey)	151,647	CY				
С	Estimated Percent by Volume of Total Used by Cover Soil	25	%				
D	Net Remaining Waste Volume (Line B Reduced by Line C)	→113,735	CY				
11.	AMOUNT OF SOLID WASTE DISPOSED						
E	Tons Per Day Received for Disposal*	31.62	tons/day				
F	Total Operational Days Per Year	156	days				
G	Total Annual Tons Disposed (from scale records)	→ 4933	tons				
III.	WASTE PLACEMENT						
Н	Estimated Waste Compaction Density	1,000	lbs/cy				
1	Estimated Waste Compaction Density	0.50	tons/cy				
J	Net Volume Used Per Day (Line E Divided by Line I)	→ 63.25	cy/day				
K	Net Volume Used Per Year (Line G Divided by Line I)	9,867	cy/yr				
IV.	REMAINING CAPACITY (SITE LIFE)						
L	Remaining Capacity (Line D2 Divided by Line J)	1,798	days				
M	Remaining Capacity (Line D2 Divided by Line K)	12	years				
N	Estimated Date of Completion for Facility	→					
	ADDITIONAL INFORMATION						
	Registered Professional Engineer Georgia Registration No. 22561  Date	Permit Holder  Date	V				
	PROTESTIONAL (Seal)  RERTO. JOHN						

**RETURN TO:** 

REMAINING CAPACITY REPORT ENVIRONMENTAL PROTECTION DIVISION LAND PROTECTION BRANCH 4244 INTERNATIONAL PARKWAY, SUITE 104 ATLANTA, GEORGIA 30354

FOR ASSISTANCE CALL: (404) 362-2692

### REMAINING CAPACITY REPORT

PERMIT HOLD
-------------

Jasper County Board of Commissioners

ADDRESS:

544 Ted Sauls Road, Monticello, GA 31064

TELEPHONE NO.:

706-468-4917

SITE NAME:

Jasper County Landfill

EPD PERMIT NUMBER

079-007D (C&D)

	EPD PERIVIT NOWIBER. 079-007D (C&D)					
		CALCULAT	ED			
I.	SURVEY DATA					
Α	Date of topographic survey	September 14, 20	020			
В	Remaining Volume (Available Fill Volume Based on Survey)	163,881	CY			
С	Estimated Percent by Volume of Total Used by Cover Soil	25	%			
D	Net Remaining Waste Volume (Line B Reduced by Line C)	→ 122,911	CY			
II.	AMOUNT OF SOLID WASTE DISPOSED					
E	Tons Per Day Received for Disposal*	17.47	tons/day			
F	Total Operational Days Per Year	156	days			
G	Total Annual Tons Disposed (from scale records)	→ 2726	tons			
III.	WASTE PLACEMENT					
Н	Estimated Waste Compaction Density	1,000	lbs/cy			
ı	Estimated Waste Compaction Density	0.50	tons/cy			
J	Net Volume Used Per Day (Line E Divided by Line I)	→34.94	cy/day			
K	Net Volume Used Per Year (Line G Divided by Line I)	5,451	cy/yr			
13/	DEMAINING CARACITY (CITE LIEE)					
IV.	REMAINING CAPACITY (SITE LIFE)	0.545				
L	Remaining Capacity (Line D2 Divided by Line J)	3,517	days			
M	Remaining Capacity (Line D2 Divided by Line K)	23	years			
N	Estimated Date of Completion for Facility	→2043	-			
	ADDITIONAL INFORMATION	l				
	I hereby certify the above determinations were performed u	ınder my direct supervision.				
	Thate, In	**************************************				
	Registered Profession Engineer	Permit Holder				
	Georgia Registration No. 22561					
	9-24-20					
	Date	Date	N.			
A1	Date					
	Congress of the congress of th					
	(seal)					
	PROFESSION	177111				
	NOTES SERVE	AL / 14				
	WOOD WEEK					

### REMAINING CAPACITY REPORT

PERMIT HOLDER:

Jasper County Board of Commissioners

ADDRESS:

544 Ted Sauls Road, Monticello, GA 31064

TELEPHONE NO .:

706-468-4917

SITE NAME:

Jasper County Landfill

EPD PERMIT NUMBER:

079-007D (C&D)

		CALCUL	ATED
l.	SURVEY DATA		
Α	Date of topographic survey	August 28, 2	
В	Remaining Volume (Available Fill Volume Based on Survey)	173,608	CY
C	Estimated Percent by Volume of Total Used by Cover Soil	25	%
D	Net Remaining Waste Volume (Line B Reduced by Line C)	→ 130,206	CY
11.	AMOUNT OF SOLID WASTE DISPOSED		-
E	Tons Per Day Received for Disposal*	19.02	tons/day
F	Total Operational Days Per Year	161	days
G	Total Annual Tons Disposed (from scale records)	→3063	tons
III.	WASTE PLACEMENT		
Н	Estimated Waste Compaction Density	1,000	lbs/cy
1	Estimated Waste Compaction Density	0.50	tons/cy
J	Net Volume Used Per Day (Line E Divided by Line I)	→ 38.05	cy/day
K	Net Volume Used Per Year (Line G Divided by Line I)	6,126	cy/yr
<u> </u>	DELIANUS GARAGITY (GIZZ LIZZ)		
IV.	REMAINING CAPACITY (SITE LIFE)		
L	Remaining Capacity (Line D2 Divided by Line J)	3,422	days
M	Remaining Capacity (Line D2 Divided by Line K)	21	years
N	Estimated Date of Completion for Facility	→2040	
	ADDITIONAL INFORMATION		
	0 0		
	I hereby certify the above determinations were performed un	nder my direct supervision.	
	Viet March		
	Registered Professional Engineer	Permit Holder	
6	Georgia Registration No. 22561		
	9-10-19		
	Date Q ORG	Date	
	CALEGISTERA CONTRACTOR		
-	(502/)		
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	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
	TO JOR	85//	
		/	

# JASPER COUNTY, GEORGIA

# **EFFECTIVE MAY 6, 2022 NEW LANDFILL FEES**

**NON JASPER COUNTY RESIDENTS - \$90/TON** (Jasper County Residential fee - \$45/TON) **COMMERCIAL BUSINESSES - \$90/TON** 

Department:	Fire Rescue
Date:	November 25, 2024
Subject:	Fire Rescue Station 7 Buildout Update
Summary:	
Update on the	interior buildout of the Jasper County Fire Rescue Station 7.
Background:	
Cost:	

Work Session Item 5 – Jasper County BOC



November 7, 2024

Mr. Mike Benton, County Manager Jasper County Board of Commissioners 126 W. Greene Street, Suite 18 Monticello, GA 31064 mbenton@jaspercountyga.org

Re:

Jasper County Fire Station No. 7
Professional Design Services Proposal

Dear Mike,

Precision Planning, Inc. (PPI) appreciates the opportunity to submit this professional design services proposal to Jasper County (Client). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees:

### PROJECT UNDERSTANDING

PPI understands that the Client is planning interior renovations to the existing Fire Station No. 7 building located on Highway 142 in Shady Dale, Georgia. This existing pre-engineered metal building is approximately  $60' \times 60'$ . The Client's goal is to build out a dayroom/kitchen, two restrooms, and three bunk rooms in the existing building footprint. The Client has requested architectural and engineering design services as outlined below.

### PROJECT SCOPE OF SERVICES

### I. Construction Documents (CDs) and Permitting

- A. PPI will confirm existing conditions, including limited field measurements, and will prepare CAD drawings for use in construction document production.
- B. PPI will prepare a Schematic Floor Plan for Client review. Up to one (1) round of revisions is included.
- C. PPI will provide limited land surveying and will manage the services of Jordan Engineering to provide a soil survey to determine septic system requirements.
- D. PPI will prepare CDs suitable for permitting and construction of the project. Disciplines shall include limited civil engineering (septic system design only), architecture, mechanical/plumbing engineering, and electrical engineering. Specifications shall be shown on the drawings. Up to one (1) design review meeting with the Client are included.
- E. PPI will finalize the CDs and will assist with permitting of the project, including submittal of the documents for review by plan review agencies, addressing comments as requested, and conducting a final walk-through to obtain required approvals.

### <u>Additional Services</u>

The following additional services may be proposed and billed according to the attached Schedule of Standard Hourly Rates:

- 1. Additional meetings or site visits required or requested by the Client not listed above
- 2. Design services associated with future project phases or expansion of the existing building
- 3. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
- 4. Interior design

Mr. Mike Benton, County Manager Jasper County Board of Commissioners November 7, 2024 Page 2

- 5. Low voltage engineering (including security and A/V system design)
- 6. Fire protection engineering
- 7. Design and specification of fixtures, furniture and equipment (FF&E)
- 8. Bidding services
- 9. Construction contract administration services
- 10. Cost estimating
- 11. Professional renderings
- 12. LEED Certification
- 13. Commissioning

### **Exclusions and Assumptions**

Testing services including geotechnical testing, hazardous materials testing, and evaluation, water testing and core sampling are excluded from this scope of services.

### Compensation

PPI agrees to perform the Scope of Services outlined above for a Lump Sum Fee of \$43,000.00. PPI will invoice monthly according to progress of the work. Reimbursable expenses shall be in addition to the fees listed above, per Item H. in the attached Standard General Conditions, and shall not exceed \$2,000.00. Additional Services, if authorized by the Client, shall be invoiced according the attached Schedule of Hourly Rates. Payments to PPI for Basic Services, Reimbursable Expenses, and Additional Services shall be due upon receipt.

Thank you for the opportunity to propose these professional services. If this proposal is acceptable, please authorize below and initial at the bottom of each page where indicated. An executed copy of this agreement may be returned to me by e-mail. Precision Planning looks forward to this opportunity to serve Jasper County!

Sincerely,

Elizabeth A. Hudson, AIA Executive Vice President, LEED® AP

### Attachments:

- 2024 Schedule of Standard Hourly Rates
- Standard General Conditions

Title:			
By:			
		, 2024	
Authorization given this	(4)	day of	
LH/kb g:\document\24\a24-000\1502\jasper county\fire stat	ion #7\fire statio	n 7 proposal 11-6-24	.dc



July 12, 2024

Mr. Mike Benton, County Manager Jasper County Board of Commissioners 126 W. Greene Street, Suite 18 Monticello, GA 31064 mbenton@jaspercountyga.org

Re:

Jasper County Fire Station No. Preliminary Design Proposal

Dear Mike,

Precision Planning, Inc. (PPI) appreciates the opportunity to submit this professional design services proposal to Jasper County (Client). This proposal is based upon our discussions and past experience with similar projects. We offer the following project understanding, scope and fees:

### **PROJECT UNDERSTANDING**

PPI understands that the Client is planning renovations and expansion of the existing Fire Station No. 3 located on Highway 142 in Shady Dale, Georgia. The Client has requested preliminary design services as outlined below.

### PROJECT SCOPE OF SERVICES

### I. Preliminary Design

- A. PPI will meet with the Client to review goals, objectives, and program requirements.
- B. PPI will field measure and prepare an As-Built Floor Plan for use in conceptual design.
- C. PPI will prepare and submit a draft Conceptual Floor Plan illustrating proposed renovations.
- D. PPI will incorporate up to one (1) revision based on Client review and will issue a final Conceptual Floor Plan to the Client.
- E. PPI will develop a preliminary Opinion of Probable Cost (OPC) for the proposed project.

Note: Up to two (2) meetings are included in this scope of services.

### **ADDITIONAL SERVICES**

The following additional services may be proposed and billed according to the attached Schedule of Standard Hourly Rates:

- 1. Additional meetings required or requested by the Client not listed above
- 2. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
- 3. Land Surveying
- 4. Detailed architecture and engineering
- 5. Professional renderings
- 6. Construction documents and specifications
- 7. Permitting services
- 8. Procurement/bidding services
- 9. Construction phase services

Mr. Mike Benton, County Manager Jasper County Board of Commissioners July 12, 2024 Page 2

### **EXCLUSIONS**

- 1. Environmental engineering, i.e., wetlands, Phase I audits, stream buffer variances.
- 2. Geotechnical, special inspections, materials testing, and water testing of roof and exterior envelope.

### COMPENSATION

PPI agrees to perform the services outlined above for a Lump Sum Fee of \$9,200.00 to be invoiced monthly according to progress. Reimbursable expenses are in addition to the Lump Sum Fee (refer to Item H in the attached Standard General Conditions), and will be invoiced up to a Not to Exceed maximum of \$800.00. Additional services, if requested, shall be invoiced according to the attached Schedule of Hourly Rates.

Thank you for the opportunity to propose these professional services. If this proposal is acceptable, please authorize below and initial at the bottom of each page where indicated. An executed copy of this agreement may be returned to me by e-mail. Precision Planning looks forward to this opportunity to continue to serve Jasper County!

Sincerely,

Elizabeth A. Hudson, RA

Executive Vice President, LEED® AP BD+C

### LH/kb

g:\document\24\a24-000\1502\jasper county\fire station #03\fire station 3 preliminary design 7-12-24.doc

### Attachments:

- Schedule of Standard Hourly Rates
- Standard General Conditions

Authorization given this	day of	
	, 2024	
Ву:		
Title		

### 2024 SCHEDULE OF ARCHITECTURAL HOURLY RATES

Principal in Charge	\$10E 00/Hour
Senior Project Architect	
Project Architect	
Senior Project Manager	
Project Manager	\$125.00/Hour
Senior Job Captain	\$115.00/Hour
Job Captain	\$100.00/Hour
Intern Architect	\$90.00/Hour
CADD Technician	\$80.00/Hour
CADD Designer	\$60.00/Hour
Interior Designer	\$90.00/Hour
Senior Civil Engineer	\$150.00/Hour
Civil Engineer	\$125.00/Hour
Senior Landscape Architect	\$150.00/Hour
Landscape Architect	\$90.00/Hour
Project Administrator	\$90.00/Hour
Senior Project Assistant	\$80.00/Hour
Project Assistant	\$70.00/Hour
Structural Engineer	\$150.00/Hour
Junior Structural Engineer	\$125.00/Hour
Mechanical/Plumbing Engineer	\$150.00/Hour
Junior Mechanical/Plumbing Engineer	\$125.00/Hour
Electrical Engineer	\$150.00/Hour
Junior Electrical Engineer	\$125.00/Hour
Cost Estimator	\$110.00/Hour
Senior Survey Manager	\$150.00/Hour
Survey Manager	\$125.00/Hour
Registered Land Surveyor (RLS)	\$150.00/Hour
Survey Coordinator	\$110.00/Hour
Survey Technician	\$90.00/Hour
Surveying Crew	\$175.00/Hour

### STANDARD GENERAL CONDITIONS

A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.



Initials:	

D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expertwitness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.



- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.
  - NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.
- In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.



### Mike Benton

From:

Elysha Wood <570ew@ppi.us>

Sent:

Monday, September 09, 2024 1:51 PM

To:

Mike Benton

Cc:

Liz Hudson; Lance Davis

Subject:

RE: Jasper County Fire Station #03 Renovation

### Mike,

Liz is out this week. She normally handles pricing jobs for us. However, I have gone back and looked at our fees from past jobs of similar scope.

I feel we could probably do CD's and permitting within the range of \$45,000 to \$55,000. I did not get feedback from any Subconsultants, so that could have an impact to the total.

The final fee we propose could be outside of this range, but I think those numbers would be pretty close.

Thank you.

### Elysha Wood

Project Manager, Senior Associate



Office: 770.338.8155 Cell: 470.514.6907

www.ppi.us





From: Mike Benton <mbenton@jaspercountyga.org>

Sent: Monday, September 09, 2024 10:05 AM

To: Elysha Wood <570ew@ppi.us>
Cc: Liz Hudson lizhudson@ppi.us>

Subject: RE: Jasper County Fire Station #03 Renovation