Tuesday, April 8, 2014
FACILITIES AND ENGINEERING COMMITTEE

Commissioner Al Tillman - Chairman
Commissioner Mallory Jones - Vice Chairman
Commissioner Gary Bechtel
Commissioner Ed DeFore
Commissioner Scotty Shepherd
Steve Layson - Staff Contact

1. Approval Minutes

Subject A. Approval of Minutes from Meeting on March 25, 2014
Meeting Apr 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category 1. Approval Minutes
Access Public
Type Minutes

File Attachments
3-25-2014.pdf (10 KB)

2. SPLOST Projects Management

Subject A. A Resolution to Execute An Amendment to Contractor Agreement with Rumcreek Enterprises for SPLOST Management Services
Meeting Apr 8, 2014 - FACILITIES AND ENGINEERING COMMITTEE
Category 2. SPLOST Projects Management
Access Public
Type Action

File Attachments
4-8-2014 - SPLOST Project Management Services with Rumcreek Enterprises.pdf (2.562 KB)

3. Landfill Update
FACILITIES AND ENGINEERING COMMITTEE

MINUTES

March 25, 2014

The Facilities and Engineering Committee was called to order at 10:45 a.m. by Committee Chairman Al Tillman.

COMMITTEE MEMBERS PRESENT:
Commissioner Ed DeFore
Commissioner Mallory Jones
Commissioner Scotty Shepherd
Commissioner Al Tillman

COMMITTEE MEMBERS ABSENT
Commissioner Gary Bechtel
Commissioner Larry Schlesinger

NEWS MEDIA:
Jim Gaines, The Telegraph
Anita Oh, 13WMAZ

VISITORS/GUESTS:
Herbert Dennard, GA Informed

OTHERS PRESENT:
Mayor Robert A. B. Reichert
Mayor Pro Tem Bert Bivins
Commissioner Virgil Watkins
Commissioner Elaine Lucas
Dale Walker, County Manager
Charles Coney, Asst. County Manager
Steve Layson, Asst. County Manager
Chris Floore, Assistant to the County Manager
Julie Moore, Assistant to the County Manager
Shelia Thurmond, Clerk of the Commission
Jean Howard, Asst. Clerk of the Commission
Janice Ross, Training and Events Coordinator
Judd Drake, County Attorney
Crystal Jones, Asst. County Attorney

1. Approval of Minutes from the March 11, 2014 meeting.

Commissioner Shepherd stated that he understood that the minutes needed to be amended in regards to the Resolution Regarding Beaumont Heights Subdivision. The sentence should read “Once the cost is determined, costs for repairs will be billed to the property owners.”

ACTION:

On motion of Commissioner Jones, seconded by Commissioner Shepherd and carried unanimously with Commissioners DeFore, and Tillman voting in the affirmative, the amended minutes of the March 11, 2014 meeting were approved as amended.

2. Resolution Regarding Anti-Salvaging Policy

Mr. Layson stated that the resolution was to cover all public works employees and to help define what the expectations are for the employees. The policy will be added to the employees Policies and Procedures Manual.
ACTION:

On motion of Commissioner DeFore, seconded by Commissioner Shepherd and carried unanimously with Commissioners Jones and Tillman voting in the affirmative, the resolution to amend the Macon-Bibb County Government Policies and Procedures Manual so as to add an Anti-salvaging Policy was approved.

Commissioner Lucas stated she is receiving calls regarding dirt roads located in what was once the unincorporated areas of the county that need either maintenance or the constituent would like them paved. She requested a list be developed that would show how many unpaved roads there are in the community and how many of these roads have request in to have them paved. She also requested a timetable as to when roads are scheduled to be paved. Commissioner Tillman stated that he is receiving calls regarding the maintenance of storm drains. Commissioner Bivins stated that, in the past, storm drains have sometimes been maintained when in fact, the government did not have the easement to the storm drain. Mayor Reichert stated for a storm drain to be maintained it must be deeded to the government.

There being no further business and on motion duly made and seconded, the meeting was adjourned.

__________________________
Sheila Thurmond, CCC
Clerk of the Commission
A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO AND RESTATED INDEPENDENT CONTRACTOR AGREEMENT WITH RUMCREEK ENTERPRISES, LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES ON ALL CITY OF MACON AND BIBB COUNTY SPLOST PROJECTS; AND FOR OTHER PURPOSES.

WHEREAS, Satilla Investments, LLC and the City of Macon are presently parties to an Independent Contractor Agreement dated September 1, 2012, (the “Original Project Management Agreement”), concerning Satilla Investments, LLC providing consulting project management services related to the Second Street SPLOST project at a cost of seventy-five thousand dollars ($75,000.00) per year;

WHEREAS, the Second Street project is a SPLOST project of the City of Macon;

WHEREAS, the City of Macon and Bibb County have consolidated to form the new Macon-Bibb County government;

WHEREAS, the City of Macon and Bibb County have previously utilized different firms to provide consulting project management services related to their respective SPLOST projects;

WHEREAS, Clay Murphey is the managing member of both Satilla Investments, LLC and Rumcreek Enterprises, LLC;

WHEREAS, Satilla Investments, LLC desires to assign its interests under the Original Project Management Agreement to Rumcreek Enterprises, LLC;

WHEREAS, Rumcreek Enterprises, LLC has agreed to provide consulting project management services at an additional cost of fifty thousand dollars ($50,000.00) for all SPLOST projects of the City of Macon and Bibb County;

WHEREAS, Macon-Bibb County will recognize financial and administrative benefits from using the same firm for consulting project management services related to SPLOST funded projects; and

WHEREAS, Rumcreek Enterprises, LLC and Macon-Bibb County now desire to amend certain provisions of and restate in its entirety the Original Project Management Agreement to allow for providing consulting project management services for all SPLOST projects of both the City of Macon and Bibb County;
NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the amendment to and restated Independent Contractor Agreement with Rumcreek Enterprises, LLC for SPLOST Consulting Management Services on all City of Macon and Bibb County SPLOST projects is hereby approved at an amended contract price of one hundred twenty-five thousand dollars ($125,000.00) per year;

BE IT FURTHER RESOLVED that the Mayor is authorized to execute said agreement and to take any and all further actions necessary for effectuating said agreement.

SO RESOLVED this ___ day of _____________, 2014.

_________________________
ROBERT A.B. REICHERT, MAYOR

ATTEST: ____________________
SHELLIA THURMOND, CLERK OF COMMISSION
AMENDMENT TO AND RESTATEMENT CONTRACTOR AGREEMENT WITH RUGMCREEK ENTERPRISES, LLC FOR SPLOST CONSULTING PROJECT MANAGEMENT SERVICES

This Amendment to and Restated Independent Contractor Agreement (the “Agreement”) is made this ___ day of _______________, 20___, between Macon-Bibb County, a political subdivision of the State of Georgia, and Rum Creek Enterprises, LLC, a Georgia limited liability company (“Independent Contractor”), collectively referred to as the “Parties,” individually may be referred to as “Party.”

WITNESSETH:

WHEREAS, Satilla Investments, LLC and the City of Macon are presently parties to an Independent Contractor Agreement dated September 1, 2012, (the “Original Project Management Agreement”), concerning Satilla Investments, LLC providing consulting project management services related to the Second Street SPLOST project at a cost of seventy-five thousand dollars ($75,000.00) per year;

WHEREAS, the Second Street project is a SPLOST project of the City of Macon;

WHEREAS, the City of Macon and Bibb County have consolidated to form the new Macon-Bibb County government;

WHEREAS, the City of Macon and Bibb County have previously utilized different firms to provide consulting project management services related to their respective SPLOST projects;

WHEREAS, Clay Murphrey is the managing member of both Satilla Investments, LLC and Rum Creek Enterprises, LLC;

WHEREAS, Satilla Investments, LLC desires to assign its interests under the Original Project Management Agreement to Rum Creek Enterprises, LLC;

WHEREAS, Rum Creek Enterprises, LLC has agreed to provide consulting project management services at an additional cost of fifty thousand dollars ($50,000.00) for all SPLOST projects of the City of Macon and Bibb County;

WHEREAS, Macon-Bibb County will recognize financial and administrative benefits from using the same firm for consulting project management services related to SPLOST funded projects; and
WHEREAS, Rum creek Enterprises, LLC and Macon-Bibb County now desire to amend certain provisions of and restate in its entirety the Original Project Management Agreement to allow for providing consulting project management services for all SPLOST projects of both the City of Macon and Bibb County;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree and covenant as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services
During the term of this Agreement, Independent Contractor shall provide the consulting project management services described in the Independent Contractor Service Addendum attached hereto as Exhibit “A,” which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services
Independent Contractor shall determine, at its sole discretion, the method, details and means of performing the services described in Exhibit “A”, provided that by executing this Agreement, Independent Contractor acknowledges that it possesses the degree of care, learning, skill, and ability necessary to complete the services, and further contracts that in the performance of its duties herein set forth, it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by contractors under similar conditions and like circumstances and shall perform such duties without neglect.

1.3 Office Space and Support Staff
Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by Macon-Bibb County at Macon-Bibb County’s request. Independent Contractor will be responsible for its own office support staff, if any. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, “Staff”) shall be the responsibility of Independent Contractor. Independent Contractor shall be responsible for its and its Staff’s own supplies and support costs, including any required membership or association fees that Independent Contractor and/or its Staff may be required to obtain and/or maintain.

1.4 Control of Macon-Bibb County Employees
Nothing in this Agreement shall be construed as giving the Independent Contractor any authority to direct the actions of Macon-Bibb County employees. Independent Contractor can recommend certain actions to be taken by Macon-
Bibb County employees to either the Mayor or the County Manager, but Macon-
Bibb County is under no obligation to accept or follow such recommendations.

1.5 Macon-Bibb County’s Assistance and Cooperation.
During the Independent Contractor’s performance of this Agreement, Macon-
Bibb County may, but has no obligation to, provide assistance to, or cooperate
with, the Independent Contractor in activities that facilitate the proper
performance and completion of this Agreement by the Independent Contractor.
Such assistance and cooperation may include without limitation: (i) providing
engineering or other analysis or advice on correcting problems; (ii) refraining
from strict enforcement of time schedule requirements under this Agreement; (iii)
permitting use of test materials or documentation not performed or produced
under this Agreement. Such assistance or cooperation by Macon-Bibb County
shall not be construed, and the Independent Contractor agrees that it will not
claim that any such assistance or cooperation operates, to relieve the Independent
Contractor from complete, proper and punctual performance of all of the
Independent Contractor’s obligations under this Agreement.

2. Non-Employment Relationship between Macon-Bibb County and
Independent Contractor

2.1 Independent Contractor Relationship
Nothing in this Agreement shall be construed to create an employer-employee
relationship between the Parties. This Agreement shall not render Macon-Bibb
County an employer, partner, agent of or joint venturer with Independent
Contractor for any purpose. Independent Contractor shall have no claim against
Macon-Bibb County for vacation pay, sick leave, retirement, social security,
workers’ compensation, health or disability benefits, unemployment insurance
benefits, or employee benefits of any kind whatsoever. The consideration set
forth in the Independent Contractor Service Addendum shall be the sole payment
for services rendered.

2.2 Withholding Taxes and Benefits
Independent Contractor will be solely responsible for withholding, accruing, and
paying all income, social security, and other taxes and amounts required by law
for the Consulting Fee and all payments to Staff, if any. Independent Contractor
shall also be responsible for all statutory insurance and other benefits required by
law for Independent Contractor and Staff and all other benefits promised to Staff
by Independent Contractor, if any. Independent Contractor shall provide Macon-
Bibb County with a completed W-9 form, at the time this Agreement is executed.

3. Warranties

3.1 Independent Contractor Warranties
Independent Contractor warrants that it has the right and authority to enter into
this Agreement and that this Agreement does not violate the terms of any
agreement between Independent Contractor and any third party. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work
Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties
Independent Contractor will make no representations, warranties, or commitments binding Macon-Bibb County without Macon-Bibb County’s prior written consent.

4. Macon-Bibb County Prohibitions to Create a Safe Work Environment

4.1 Drug Free Workplace
Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. Macon-Bibb County has a no tolerance policy for violation of this rule.

4.2 Prohibition on Unlawful Discrimination and Harassment
Macon-Bibb County does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or any other federal protected classification in any employment policies and practices. Macon-Bibb County prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while performing any services under this contract. Macon-Bibb County has a no tolerance policy for violation of this rule.

5. Termination

5.1 Termination for default
(a) Macon-Bibb County may, subject to the provisions of subparagraph (c) below, by written notice of default to the Independent Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances: (i) if the Independent Contractor fails to perform this Agreement; or (ii) if the Independent Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days or longer period (as Macon-Bibb County may authorize in writing) after receipt of notice from Macon-Bibb County specifying such failure.

(b) In the event Macon-Bibb County terminates this Agreement in whole or in part as provided in subparagraph (a) above, Macon-Bibb County may procure, upon such terms and in such manner as Macon-Bibb County may deem appropriate, services similar to those so terminated. Independent Contractor shall
not be liable for any excess costs for the same provided that the Independent Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.

(c) Independent Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Independent Contractor, such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If, after notice of termination of this Agreement under the provisions of this paragraph, it is determined for any reason that the Independent Contractor was not in default under the provisions above, or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience" paragraph of this Agreement Document.

(e) The rights and remedies of Macon-Bibb County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5.2 Termination for Convenience
Macon-Bibb County may at any time by providing fourteen (14) days written notice terminate all or any part of this Agreement for Macon-Bibb County's convenience. If this Agreement is terminated, in whole or in part, for Macon-Bibb County's convenience, the Contractor shall be paid an amount to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by the Independent Contractor for the actual labor reasonably used by the Independent Contractor to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to the Independent Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Independent Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

5.3 Suspension and Termination for Non-Payment
If Independent Contractor fails to receive payment when due for services and expenses, Independent Contractor may, upon seven (7) days written notice to Macon-Bibb County, suspend performance of the services without further notice. Upon a suspension of services, Independent Contractor shall have no liability to Macon-Bibb County for delay, damage, or additional costs caused by such
suspension. If Independent Contractor fails to receive payment within seven (7) days of providing the notice of suspension, provided for herein, Independent Contractor can terminate this Agreement for convenience by providing written notice to Macon-Bibb County of such termination.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the “Notice”) and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For Macon-Bibb County:
Mayor
Macon-Bibb County
700 Poplar St.
Macon, GA 31202

For Independent Contractor:
Rumcreek Enterprises, LLC
318 Buford Pl
Macon, GA 31204

7. Indemnification, Insurance, Risk Management, Bonding

7.1 Indemnification, hold harmless
Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless Macon-Bibb County, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor. Independent Contractor’s obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

7.2 Insurance Requirements
In the event that the Independent Contractor, Staff, or agents or the Independent Contractor's subcontractors enter Macon-Bibb County’s property for any reason in connection with this Agreement, the Independent Contractor and such other parties shall observe all security and safety requirements and traffic regulations. The Independent Contractor, and any subcontractor used by the in connection with this Agreement, shall carry Workers' Compensation and Employees' Liability Insurance to cover the Independent Contractor's and any subcontractor's legal liability on account of accidents to their employees. The Independent Contractor and any subcontractor shall carry adequate Comprehensive General
Liability and adequate Comprehensive Automobile Liability Insurance covering
accidents to their employees. The Independent Contractor and any subcontractor
shall carry adequate Comprehensive General Liability and adequate
Comprehensive Automobile Liability Insurance covering legal liability of the
Contractor and any subcontractor on account of accidents arising out of the
operations of the Contractor or any subcontractor and resulting in bodily injury,
including death, being sustained by any person or persons, or in any damage to
property. At Macon-Bibb County's request, the Independent Contractor shall
furnish to Macon-Bibb County certificates from the Independent Contractor's
insurers showing such coverage in effect and agreeing to give Macon-Bibb
County ten (10) days' prior written notice of cancellation of the coverage.

7.3 Obligation to Verify Insurance
Macon-Bibb County shall be under no obligation to insure that the Independent
Contractor, or any subcontractor, complies with the insurance requirements of this
Agreement, and the Independent Contractor agrees to assume all liability arising
from its, or its subcontractor's failure, to acquire and/or maintain adequate
insurance to cover its operations and business. Independent Contractor further
agrees indemnify and hold harmless Macon-Bibb County for any claims arising
from the Independent Contractor's, or any subcontractor's, failure to acquire
and/or maintain adequate insurance.

7.4 Risk Management Requirements
When operating on the property of Macon-Bibb County, the Independent
Contractor shall abide by Macon-Bibb County's applicable Risk Management
Requirements, as may be provided from time to time by Macon-Bibb County.

8. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into
similar agreements with third parties.

9. Waiver

Macon-Bibb County's waiver of Independent Contractor's breach of any
provision, term or condition contained in this Agreement, shall not be deemed to
be a waiver of such provision, term or condition or any subsequent breach of the
same or any other provision contained in this Agreement unless it is in writing.
No waiver or waivers shall serve to establish a course of performance between the
Parties contradictory to the terms of this agreement.

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of
this Agreement without Macon-Bibb County's prior written consent. Such
consent can be withheld for any, or for no, reason by Macon-Bibb County.
Macon-Bibb County consents to the assignment by Satilla Investments, LLC of its
interests under the Original Project Management Agreement to Rumcreek Enterprises, LLC.

11. **Force Majeure**

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party’s failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party’s control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. **Applicable Law**

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Bibb County, Georgia.

13. **Publicity**

Independent Contractor shall not release without prior written approval from Macon-Bibb County, any publicity regarding the program or services provided by Independent Contractor for Macon-Bibb County, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Independent Contractor, identifying Macon-Bibb County receiving goods or services under this Agreement.

14. **Time is of the Essence**

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

15. **Ownership**

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to Macon-Bibb County.

16. **Certain Rules of Interpretation**

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number
shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

17. **Titles, Captions and Headings**

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

18. **Counterparts**

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

19. **Amendment**

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

20. **Exhibits**

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

21. **Severability**

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

22. **Entire Agreement**

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between Macon-Bibb County and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. Macon-Bibb County and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement,
including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

23. Disputes

Pending resolution of any dispute hereunder, the Independent Contractor shall proceed diligently with the performance of work in accordance with Macon-Bibb County's direction.

WHEREFORE, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

MACON-BIBB COUNTY:

By: ____________________________
    Robert A.B. Reichert, Mayor

Date

Attested: _______________________
    Shelia Thurmond, Clerk of Commission

Date

INDEPENDENT CONTRACTOR:

RUMCREEK ENTERPRISES, LLC

By: ____________________________
    Clay Murphey, Member/Manager

Date
EXHIBIT A

INDEPENDENT CONTRACTOR SERVICE ADDENDUM

DUTIES: The Independent Contractor will be responsible for capturing and reporting all information relevant to SPLOST funded projects for both the City of Macon and Bibb County, as identified in the 2011 SPLOST Intergovernmental Agreement between the City of Macon and Bibb County ("Projects").

During the term of this service addendum, Independent Contractor will interface with Macon-Bibb County departments and outside contractors and suppliers to obtain current information on the assigned Projects for the provision of updates and progress reports to the Mayor, Macon-Bibb County Commission, County Manager, Director of Finance, and the SPLOST Advisory Committee.

In conjunction with Macon-Bibb County, the Independent Contractor will develop a budgets and timelines for the Projects, and shall track project milestones and deliverables.

Independent Contractor will also be responsible for coordinating the private sector economic investment with the public sector planning and infrastructure improvements relating to all Projects.

Independent Contractor shall coordinate with the Mayor, Macon-Bibb County Commission, County Manager, Director of Finance, and the SPLOST Advisory Committee to develop and provide the Peyton Anderson Foundation (Foundation) with written reports required by grant(s), if any, received by Macon-Bibb County from the Foundation.

The Mayor and/or County Manager, with the written consent of the Independent Contractor, may assign additional project management duties to the Independent Contractor in connection with any Project.

TERM: This engagement shall commence on the date this Agreement and Addendum are executed by Macon-Bibb County and shall continue in full force and effect for one (1) calendar year, or earlier upon completion of the Contractor’s duties under this Agreement. Upon the expiration of the original term, this Agreement shall automatically renew provided the contractor’s duties have not been completed for three (3) consecutive renewal terms of one (1) year each, provided that Macon-Bibb County does not provide the Contractor with notice, sixty (60) prior to the expiration date of the original term, that Macon-Bibb County intends not to renew the Agreement or the Addendum.
The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement or the laws of the State of Georgia.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, Macon-Bibb County shall pay the Independent Contractor a flat fee of one hundred twenty-five thousand dollars ($125,000.00) per year; said compensation to be made in twelve (12) equal monthly payments, after Macon-Bibb County has received a dated invoice from the Independent Contractor.

Said compensation amount is being provided as follows:

(1) Seventy-five thousand dollars ($75,000.00) for services related to the Second Street Project; and

(2) Fifty thousand dollars ($50,000.00) for services related to all additional Projects.

If requested by Macon-Bibb County, Independent Contractor shall provide any and all documents that Macon-Bibb County may reasonably require to process the monthly invoice statements of the Independent Contractor.

All invoices are to be paid thirty (30) days from invoice date. If invoice are “back dated”, then, payment will be remitted thirty (30) days from receipt of the invoice.

EXPENSES:

All expenses incurred by the Independent Contractor not specifically agreed to by Macon-Bibb County in writing, shall be incurred at the sole cost of the Independent Contractor.
A Resolution of the Macon-Bibb County Commission authorizing the Mayor to execute an amendment to and restated independent contractor agreement with Rum Creek Enterprises, LLC for SPLOST consulting project management services on all city of Macon and Bibb County SPLOST Projects; and for other purposes.

Referred to the Committee on ____________________________

Date: ____________________________

REPORT

Rendered ____________________________

and ____________________________

VOTE

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Bechtel
Schlesinger
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Jones
Bivins
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Shepherd
Watkins
Tillman
Mayor
Reichert

Total: