

STATE OF GEORGIA

COUNTY OF HALL

I-985 INTERCHANGE MOWING

INTERGOVERNMENTAL AGREEMENT BETWEEN

HALL COUNTY, GEORGIA

AND THE MUNICIPALITY OF GAINESVILLE, GEORGIA

This intergovernmental Agreement is entered into this 11th day of February, 2016 by and between Hall County, Georgia, a political subdivision of the State of Georgia, (hereinafter referred to as "Hall County") and the City of Gainesville, Georgia, a municipal corporation, (hereinafter referred to as "City of Gainesville") for the purpose of setting forth the responsibilities of each party concerning the maintenance of exits along Interstate 985 which are located in Hall County and within various city limits.

WITNESSETH

WHEREAS, certain exits are located in Hall County, Georgia, and various cities located within the boundaries of Hall County;

WHEREAS, both Hall County and the City of Gainesville agrees that it is in the best interest of both parties to enter into a partnership to perform certain services relating to mowing and trimming within the Georgia Department of Transportation's right of way, and

WHEREAS, Hall County has entered into an agreement with the Georgia Department of Transportation to provide such maintenance, and has lawfully obtained the license to perform the services, and

WHEREAS, Hall County agrees to provide experienced and qualified personnel and equipment necessary to accomplish this agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties hereto that:

Hall County will be responsible for the maintenance of exits 8, 12, 16, 17, 20, 22, and 24 as outlined in the Right of Way Mowing Agreement between the Georgia Department of Transportation and Hall County, Georgia dated October 22, 2015. As described in "Exhibit A". Additionally, landscaping and plantings that are installed by the City as part of future projects will be incorporated into the Work Plan. It is understood that occasional specialty work, such as herbicide application of these additional areas, will be the responsibility of the City.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the date below.

HALL COUNTY BOARD OF COMMISSIONERS

By: Richard Meem (Chairman)
By: Kathy Cox (Commissioner)
By: Billy Powell (Commissioner)
By: Steve Smith (Commissioner)
By: John Smith (Commissioner)

ATTEST: [Signature]

Commission Clerk
Hall County Board of Commissioners

CITY OF GAINESVILLE

By: [Signature]
Mayor
By: Absent
Councilmember

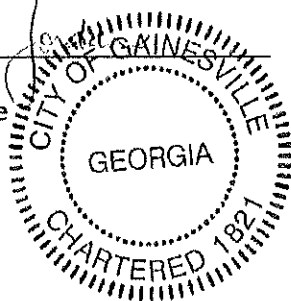
Approved To Form:

[Signature]
Abbott S. Hayes, Jr.
City Attorney

By: George [unclear]
Councilmember
By: W. [unclear]
Councilmember
By: Jack [unclear]
Councilmember
By: Richard Brooks
Councilmember

ATTEST:

Donna D. [unclear]
City Clerk
City of Gainesville



ARTICLE I
SCOPE OF PROJECT

The **DEPARTMENT** shall permit the **LICENSEE** to perform or cause to be performed, the **PROJECT** consisting of certain services related to mowing an identified section of the **DEPARTMENT'S** rights of way.

This permission shall be granted by the means of this Agreement for the entire scope of the **PROJECT**, as set forth herein.

The **PROJECT** location and concept as well as the duties and responsibilities of the **LICENSEE** are defined and set forth in Article XI **WORK PLAN** of this Agreement, and further enumerated and described in Exhibit A -- Application and Permit for Special Encroachment. This document is attached hereto and incorporated by reference as if fully set out herein. The required Special Encroachment permit is to be approved and issued by the **DEPARTMENT**.

Should the **LICENSEE** desire that these mowing services be performed by a third party, **LICENSEE** and the third party shall enter into subsequent agreement, whereby the **LICENSEE** shall assume all responsibility of repayment to the third party for those services to be rendered as set forth in Article XI **WORK PLAN**. The Agreement between **LICENSEE** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, set forth by the **DEPARTMENT**, and all liability associated with the **PROJECT** shall be borne by **LICENSEE** and any third parties, as set forth in Article VIII, herein.

be considered to be outside the scope of the permission granted to **LICENSEE** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time or changes in the goals and objectives of the work may be made by written notification of such change by any party with written approval by the other parties.

ARTICLE IV

ASSIGNMENT

It is understood by the **LICENSEE** that the work is considered personal and, except as provided for in Article I, **LICENSEE** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE VI

INSURANCE

Prior to beginning work, the **LICENSEE** shall obtain and certify to the **DEPARTMENT** that it has the following minimum amounts of insurance coverage:

ARTICLE VII
COMPENSATION

It is agreed that **LICENSEE** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between **LICENSEE** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and **LICENSEE** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, **LICENSEE** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the parties.

Should **LICENSEE** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to **LICENSEE**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the review of the **DEPARTMENT'S** Legal Affairs Administrator, and must be approved in writing by the **DEPARTMENT**. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE VIII

provided that such termination is first approved by the DEPARTMENT, and that the DEPARTMENT is reimbursed in full for all services rendered pursuant to Article VII.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

A. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.

B. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.

C. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full.

The covenants herein contained shall, except as other wise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XI

WORK PLAN

1. Mow, edge, and trim the entire area within the interchanges, including the ramps and drainage swales that are not currently being maintained by adjacent land owners at a frequency of once per month during dormant periods and twice per month during the growing season.
2. Grassed and landscaped areas must be cleaned of debris or trash prior to edging and mowing.
3. Maintain grass at the recommended height for the type of grass present.

[Signature]
NOTARY PUBLIC
My commission expires *May*

EXHIBIT A

Georgia Department of Transportation mowing guidelines

Exhibit A

3. EQUIPMENT

- 3.01 Assign appropriate equipment quantities and types to meet stated mowing schedules. Equipment shall meet the following requirements:
- A. Equip each tractor with two (2) flashing signal lights, two (2) orange flags and an eighteen (18) inch slow moving emblem sign. Equip each mower with two (2) orange flags.
 - B. Acceptable guards are to be on all open portions of mowers and trimming equipment to prevent objects from being thrown from under the mower while in operation.
- 3.02 Properly maintain mower blades so that they are sharp, straight and evenly weighted.
- 3.03 Equip support vehicles, such as pickups and service trucks with a minimum of one (1) revolving or strobe type light, with amber lens.
- 3.04 Use a shadow vehicle to buffer the Mowing operation when it is on or within three (3) feet of the travel way.
- A. Equip support vehicles used as shadow vehicles with a forty-eight (48) inch square "Watch for Mowers" sign with an eighteen (18) inch slow moving emblem attached and mounted on the rear of the shadow vehicle.
 - B. Equip a shadow vehicle with a minimum of one (1) revolving or strobe type light, with amber lens.

4. MOWING REQUIREMENTS

4.01 MOWING LIMITS AND SPECIAL CONDITIONS

- A. Mowing Limits for Each Cycle: All mowable areas within the right of way that are on a 3:1 or flatter slope using tractors with rotary or flail type mowers, and trimming in front of, behind, under and around roadside obstacles, landscaped areas, planted/established trees and shrubs, and wildflower plots and trimming on all slopes. These include all areas as shown on Exhibit "B" Hall County Interchange Mowing Areas. Perform trimming in a manner as to create a smooth transition back to where the mowing was performed.
- B. Special Mowing Conditions: Perform all scheduled mowing operations during daylight hours. No work will be allowed on holidays. No work will be allowed on weekends in which a holiday falls on a Monday or Friday.
 - 1. For the following counties; Clayton, Cobb, DeKalb, Douglas, Fulton, Rockdale, (all of District 7) and Gwinnett, do not perform work between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., Monday through Friday.
 - 2. For the following counties; Bibb, Chatham, Cherokee, Columbia, Forsyth, Hall, Henry, Richmond, , between the hours of 6:00 a.m. to 9:00 a.m. and 4:00 p.m. to 7:00 p.m., do not perform work, in the direction of rush hour traffic, Monday through Friday.

4.02 MOWING COMPLETE REQUIREMENTS

Perform Mowing Complete in accordance with these Specifications.

- A. Mowing: Perform mowing within the Mowing Limits for vegetation on slopes no steeper than 3:1. This operation will not be allowed on slopes steeper than 3:1, or in any other situations that may be a hazard to the operator or the traveling public, including areas that may be too wet or otherwise inaccessible.
- B. Trimming: Trim vegetation to a height less than six (6) inches within the Mowing Limits that are inaccessible by Tractor Mowing. This includes trimming in front of, behind, under or around, and beyond roadside obstacles, landscape beds, established/planted trees, shrubs and wildflower areas to provide an attractive appearance. (See Appendix 2)
 - 1. Mainline Slopes that are Greater than 3:1: Trim vegetation a minimum of fifteen (15) feet beyond the slope break point each mowing cycle. If the Natural Tree Line falls within the minimum fifteen (15) foot area, trim vegetation to the Natural Tree Line.
 - 2. Mainline with Slopes 3:1 or less: Trim vegetation to the Natural Tree Line or to the right of way fence if no Natural Tree Line exists.

Exhibit A

2. Move equipment or materials on or across the traveled way in a safe manner which will not interfere with traffic. There shall be no reduction in the total number of available traveled ways. Schedule and arrange the work to ensure the least inconvenience and the utmost safety to the traveling public.

4.04 SAFETY AND INCIDENT REPORTING

- A. Suspend operations if weather conditions are such that mowing operations cannot be carried out in an effective manner.
- B. Notify the Department immediately by phone of any incident or accident that involves the Licensee while fulfilling this Agreement.
 1. Submit a written report to the Department within forty-eight (48) working hours after the incident or accident. Describe in full what occurred. Provide the names of those involved with their contact phone numbers, and extent of injury and damage.
 2. Employees shall carry business cards that have the name, address, and phone number of the Licensee upon request of individuals involved in an incident or accident.
- C. If mowing and trimming operations cause damage to roadside obstacles, vegetation to remain, or ground disturbance, repair or replace the damaged item with a like item.
- D. Do not allow any debris to be thrown onto the road surface by the mowing equipment or by personnel. Perform work in such manner as to leave existing vegetation undamaged.
- E. Mowing equipment, while in operation, must be horizontal with the mowing surface. Operating tractor mowers in a vertical position parallel to a traveled way is prohibited.
- F. Equipment left on the right of way is the responsibility of the Licensee. Do not park equipment on the right of way or on state property for more than five (5) continual working days in the same location.
 1. Park no equipment in the median.
 2. Park equipment behind guardrail or in other protected areas where such areas exist. Otherwise, park equipment a minimum of thirty (30) feet from the edge of pavement.
- G. Operate no equipment that causes ground disturbance and/or damages any part of the right of way. Repair, at no cost to the Department, all damage caused by equipment.

4.05 QUALITY ACCEPTANCE

- A. The height of all vegetation after any Mowing or Trimming operation shall be no more than six (6) inches.

Exhibit A

- 7.02 Follow all guidelines as per Attachment A - Section 4.03 - Traffic Control Requirements. Use "Litter Pickup Ahead" warning signs during the non-mowing season. Use "Litter Pickup Ahead" warning signs during the mowing season when the litter operation does not fall within a ten (10) mile mowing work zone.
- 7.03 A shadow vehicle and litter disposal vehicles must be equipped with a strobe light and slow-moving vehicle signs during removal of trash bags and larger material. Use these lights only when required in the course of the work and not when traveling to and from the job site.
- 7.04 All vehicles, including transport or service vehicles, must not obstruct traffic lanes.

Exhibit A

GEORGIA DEPARTMENT OF TRANSPORTATION MOWING AND TRIMMING SPECIFICATION APPENDIX 2: MOWABLE LIMIT DIAGRAMS

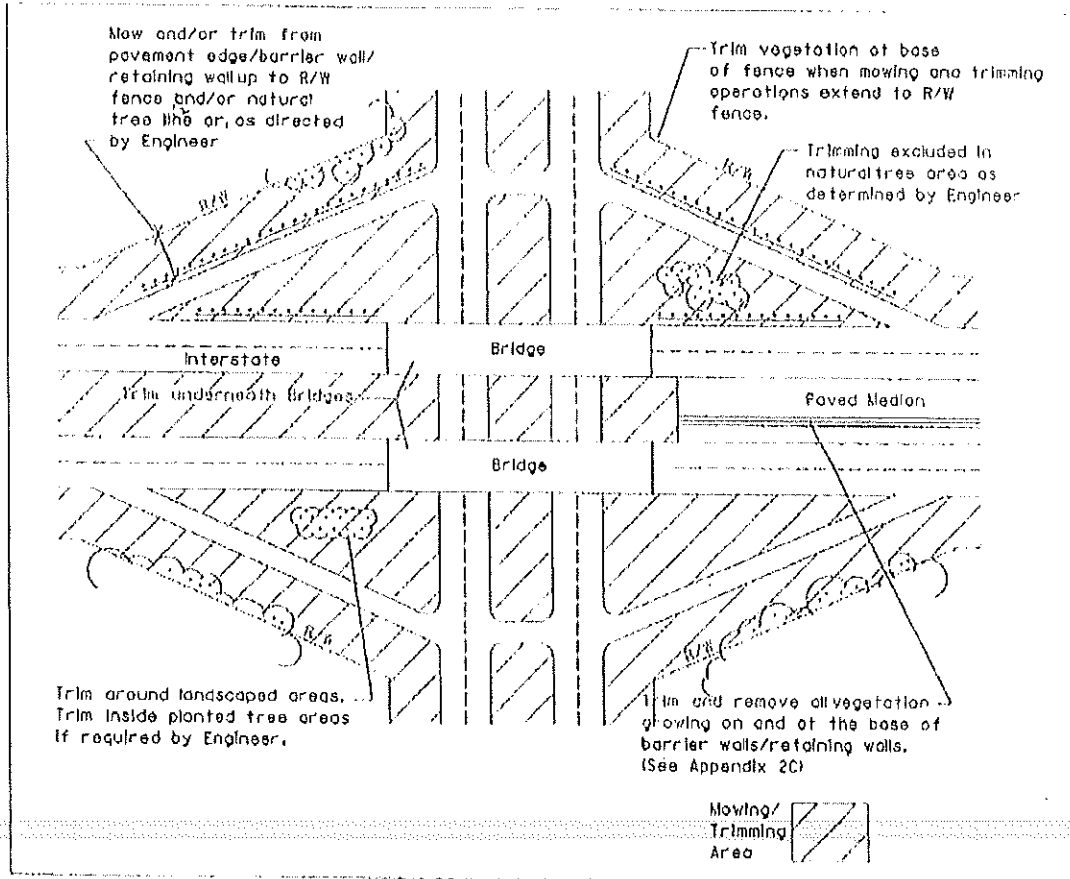


Diagram A: MOWABLE LIMITS AT INTERCHANGES - INTERSECTIONS AS AMMENDED BY EXHIBIT "B"

Within an Interchange, mow and/or trim all vegetation to the right of way fence and/or natural tree line, as indicated above, each mowing cycle. **NOTE: HALL COUNTY DOES NOT INTEND ON MOWING THE MEDIAN ON I-985 AT ANY INTERCHANGE AS DEPICTED ON EXHIBIT "B"**

Exhibit A

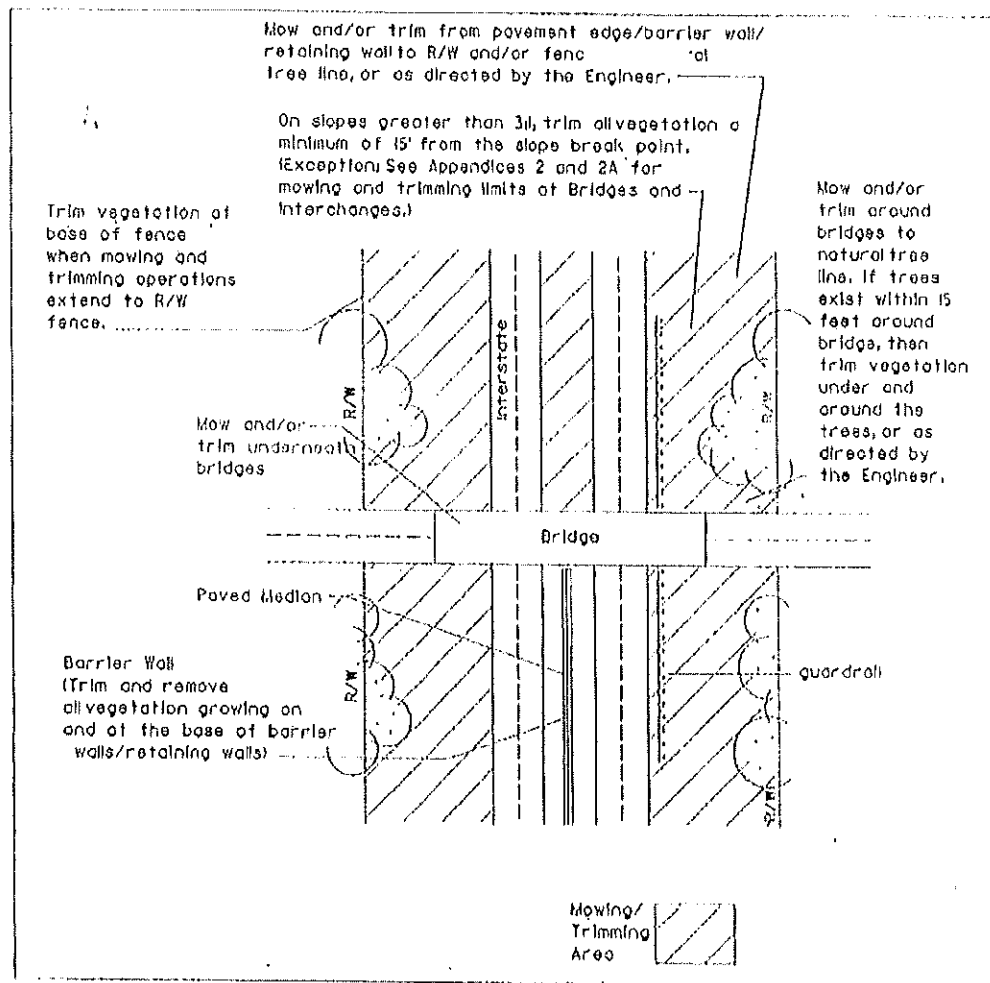


Diagram C: MOWABLE LIMITS ALONG MAINLINE

EXHIBIT B

Hall County, Georgia
 FY 2022COG Cost Recap Exits 20 & 22 (Plus "I2H")
 June 30, 2021

Capitalized Equipment				
Item Description				
Trucks	1	\$28,413.00		\$28,413.00
72" Zero Turn Mowers	2	\$10,619.00		\$21,238.00
72" Slope Cutting Multi Deck Mowers	2	\$33,869.50		\$67,739.00
New Tractor wth 20 Ft. Batwing Mowing Deck	1	\$92,266.00		\$92,266.00
Equipment Trailor	1	\$3,220.00		\$3,220.00
Walk Behind Mower	1	\$4,353.00		\$4,353.00
Other Equipment	1	\$1,783.00		\$1,783.00
TOTAL I-985 CAPITALIZED EQUIPMENT				\$219,012.00
Usable Life (Years)				5
Annual Depreciation				\$43,802.40

EXIT	Project	ACRES	JURSTICTION	PERCENTAGE
8	EXIT 8	10.44	BUFORD	6.27%
12	EXIT 12	11.96	FLOWERY BRANCH	7.19%
14	EXIT 14	6.23	OAKWOOD	3.74%
14	EXIT 14	21.68	HALL COUNTY	13.03%
14	EXIT 14	20.4	FLOWERY BRANCH	12.26%
16	EXIT 16	9	OAKWOOD	5.41%
17	EXIT 17	15.44	OAKWOOD	9.28%
20	EXIT 20	21.13	GAINESVILLE	12.70%
22	EXIT 22	21.89	GAINESVILLE	13.15%
24	EXIT 24	16.14	HALL COUNTY	9.70%
Islands To Highlands Trail	I2H	12.12	GAINESVILLE	7.28%
		166.43	Total Acres	

Total Gainesville Acres 33.13%

Total Annual Depreciation Gainesville Portion **\$14,512.19**