



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

July 20, 2020

Mr. Steve Taylor
Board of Commissioners Chairman
Ben Hill County
402-A E Pine St
Fitzgerald, GA 31750

**RE: Roundabout lighting assistance for SR 90 @ CR 250/Lower Rebecca Road –
P.I. No. 0013685; Ben Hill County**

Dear Mr. Taylor,

The Department will require a signed agreement for roundabout lighting installed as part of the above referenced project. The lighting shall be administered in the form of a Local Government Lighting Project Agreement (LGLPA). It will be the responsibility of the County to provide the Energy, Operation and Maintenance for the system. The Department shall be responsible for the design and installation, including all costs of materials for the system.

Attached for your review are three (3) original copies of the proposed LGLPA between the Georgia Department of Transportation and Ben Hill County, for County and State participation. If you concur with the terms of this Agreement, please obtain the necessary signatures and appropriate seals from the Board of Commissioners on all three copies of the Agreement and return all three copies to the Office of Design Policy & Support for further handling. *Please do not fill in the date on the first page of the Agreement, as the Department will complete this upon execution.* We will return one copy of the executed Agreement for your files.



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If you have any questions or need any additional assistance, please contact Robert Graham at (404) 631-1684.

Sincerely,

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

For Christopher Rudd, P.E.
State Design Policy Engineer

Enclosure: Local Government Lighting Project Agreement (3 copies)

cc: Tim Golden, Chairman, State Transportation Board, Congressional District 8
Meg Pirkle, Chief Engineer
Van Mason, District 4 Engineer
Hiral Patel, Director of Engineering

AGREEMENT
BETWEEN
GEORGIA DEPARTMENT OF TRANSPORTATION
AND
BEN HILL COUNTY

This Agreement is made and entered into this _____ day of _____, 20____,
by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of
Georgia, hereinafter called the **DEPARTMENT**, and BEN HILL COUNTY, GEORGIA acting by and
through its Board of Commissioners, hereinafter called the **COUNTY**.

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to obtain
roundabout lighting as part of the **SR 90 @ CR 250/LOWER REBECCA ROAD** project, said
lighting to be installed under P.I. No. 0013685, Ben Hill County;

WHEREAS, the COUNTY has represented to the DEPARTMENT a desire to participate in:
1) Providing the Energy and 2) the Operation and Maintenance of said lighting system at the aforesaid
location, and the DEPARTMENT has relied upon such representation; and

WHEREAS, the DEPARTMENT has indicated a willingness to fund the materials and installation for the said lighting system at the aforesaid location, with funds of the DEPARTMENT, funds apportioned to the DEPARTMENT by the Federal Highway Administration under Title 23, United States Code, Section 104, or a combination of funds from any of the above sources.

NOW, THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the COUNTY hereby agree each with the other as follows:

1. The DEPARTMENT or its assigns shall cause the installation of all materials and equipment necessary for roundabout lighting as part of the **SR 90 @ CR 250/LOWER REBECCA ROAD** project, said lighting to be installed under P.I. No. 0013685, Ben Hill County as shown on Attachment "A" attached hereto and made a part hereof.

2. Upon completion of installation of said lighting system, and acceptance by the DEPARTMENT, the COUNTY shall assume full responsibility for the operation, the repair and the maintenance of the entire lighting system, including but not limited to repairs of any damages, replacement of lamps, ballasts, luminaires, lighting structures, associated equipment, conduit, wiring and service equipment, and the requirements of the Georgia Utility Facility Protection Act. The COUNTY further agrees to provide and pay for all the energy required for the operation of said lighting system.

3. The DEPARTMENT shall retain ownership of all materials and various components of the entire lighting system. The COUNTY, in its operation and maintenance of the lighting system, shall not in any way alter the type or location of any of the various components which make up the entire lighting system without prior written approval from the DEPARTMENT.

4. This Agreement is considered as continuing for a period of fifty (50) years from the date of execution of this Agreement. The DEPARTMENT reserves the right to terminate this Agreement, at any time for just cause, upon thirty (30) days written notice to the COUNTY.

5. It is understood by the COUNTY that the DEPARTMENT has relied upon the COUNTY'S representation of providing for the energy, maintenance, and operation of the lighting represented by this Agreement; therefore, if the COUNTY elects to de-energize or fails to properly maintain or to repair the lighting system during the term of this Agreement, the COUNTY shall reimburse the DEPARTMENT the materials cost for the lighting system. If the COUNTY elects to de-energize or fails to properly maintain any individual unit within the lighting system, the COUNTY shall reimburse the DEPARTMENT for the material cost for the individual unit which will include all costs for the pole, luminaires, foundations, and associated wiring. The DEPARTMENT will provide the COUNTY with a statement of material costs upon completion of the installation.

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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

RECOMMENDED:

BEN HILL COUNTY

BY:

Chairman, Board of Commissioners

(SEAL)

GA DEPARTMENT OF TRANSPORTATION

WITNESS

BY _____
Commissioner

Notary Public

(SEAL)

This Agreement approved by the
Board of Commissioners at a meeting
held at

this _____ day of _____,

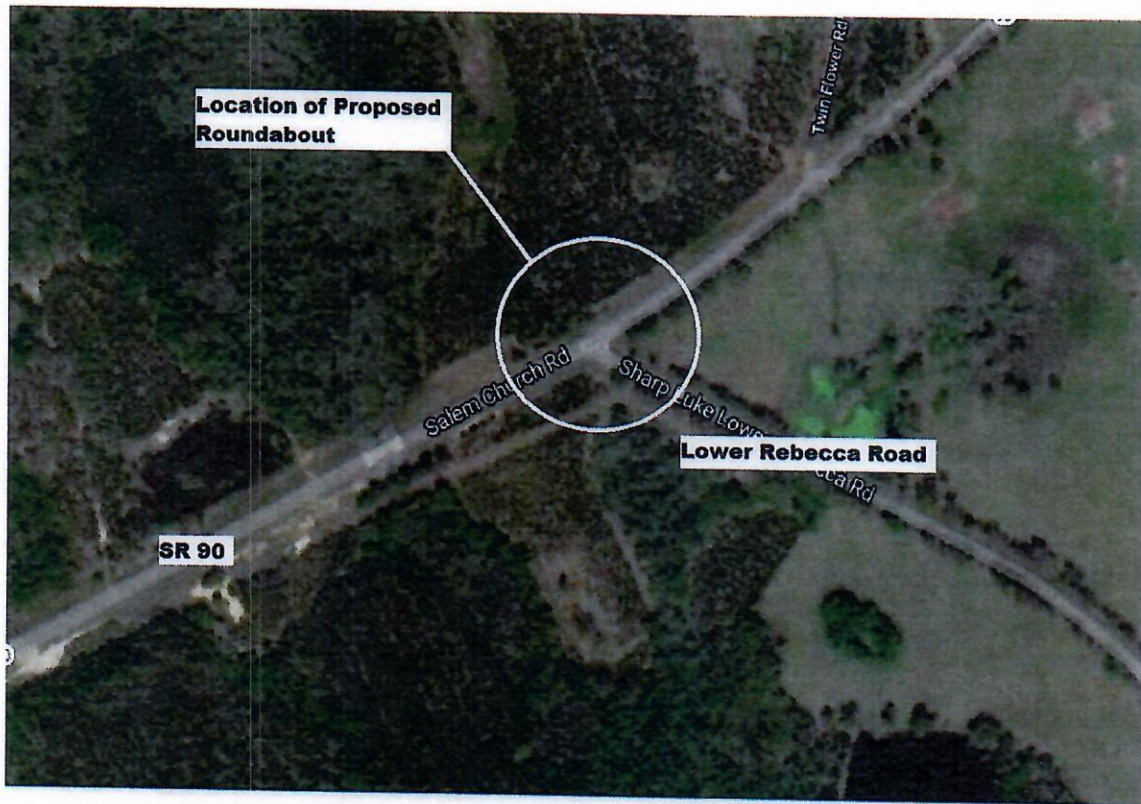
20__.

ATTEST:

Treasurer

Commission Clerk

Attachment "A"



Project Location Map

**SR 90 @ CR 250/Lower Rebecca Road
Ben Hill County
P.I. No. 0013685**