

CITY COUNCIL
GIL MCDOUGAL, MAYOR
SHIRLEY MARCHMAN
MATTHEW MONTAHAN, MAYOR PRO TEM
LESLIE MCPHERSON
ANNA MCCOY
DANNY CARTER

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
February 8, 2022 | 10:00 AM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Amendment of PTV (Golf Cart) Ordinance
2. Discussion of Villa Rica Planning and Zoning Ordinance
3. Tree and Limb Removal at Hillcrest Cemetery

B. Community Development (Tracy Jarvis, Director)

1. CU-01-22 - Special Exception Request From Ben Amor, Owner of Cloud 9 of Atlanta, GA - 197 Commerce Drive and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
2. The MILL Amphitheater Painting (Nic Griffin, Building and Project Manager)

C. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. Athletic Uniforms (Soccer)
2. Athletic Uniforms (Softball, Baseball, Basketball)
3. Athletic Uniforms (Football)

D. Utilities (Pete Zorbanos, Director)

1. Engineering Services for Cowan's Lake Pump Station Improvements (Pete Zorbanos, Utilities Director)
2. Completing the BEAM Data Request from Georgia EPF on City's Water Supply (Pete Zorbanos, Utilities Director)
3. Engineering Services for Installing a Flow Control Valve and Flow Meter at Water Plant (Pete Zorbanos, Utilities Director)
4. Hickory Level Road Water Main Upgrade (Pete Zorbanos, Utilities Director)
5. West Plant Influent Station Bar Screen Structure (John Bain, Deputy Utilities Director)
6. West Plant New Parkson Drum Screen Installation (John Bain, Deputy Utilities Director)
7. North Plant Effluent Station Panel Repair (John Bain, Deputy Utilities Director)

8. Water Plant 125 HP Service Pump Motor Purchase (John Bain, Deputy Utilities Director)

E. Finance (Jennifer Hallman, Finance Director)

1. FY2022 Budget Amendments - #140 - 145

F. City Manager (Tom Barber)

1. Preparation of Engineering Report for Storm Water Improvements at Stockmar Park

2. Preparation of Engineering Report for Storm Water Improvements on Main Street

G. Consent Agenda Review (Mayor Gil McDougal)

H. Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)

I. Adjournment (Mayor Gil McDougal)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment of PTV (golf cart) Ordinance

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: David Mecklin, City Attorney

AMOUNT: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM: N/A

PURPOSE: The amendment of the existing City Ordinance related to the operation of personal transportation vehicles (golf carts) within the City of Villa Rica. The Mayor and Council wish to provide that personal transportation vehicles can be operated on any city street where the speed limit does not exceed 35 miles per hour.

BACKGROUND: Under the current City Ordinance, personal transportation vehicles (golf carts) can only be operated on city streets where the speed limit does not exceed 25 miles per hour. The Council wishes to amend the Ordinance to allow personal transportation vehicles (golf carts) to operate on all streets where the speed limit does not exceed 35 miles per hour.

STAFF RECOMMENDATION: Staff makes no recommendation on the proposed amendment to the Ordinance.

IMPACT: The amendment of the Ordinance will allow persons driving personal transportation vehicles (golf carts) within the city to operate on any and all streets where the speed limit is up to 35 miles per hour.

MOTION: I move to amend Section 12-28 of the Code of Ordinances of the City of Villa Rica in the manner shown in the Ordinance attached hereto.

ORDINANCE OF THE CITY OF VILLA RICA

WHEREAS the City does currently have an ordinance regulating the use of personal transportation vehicles (golf carts) on the city streets; and

WHEREAS Mayor and Council desire to amend said ordinance.

NOW, therefore be it hereby ordained that Section 12-28(d) and (c) be amended to read as follows:

- (b) No PTV shall be permitted to operate on any street within the city limits where the posted speed limit exceeds 35 miles per hour.
- (c) Except as prohibited by law, PTV shall be permitted to cross over streets of which the posted speed limit exceeds 35 miles per hour as long as the PTV is traveling from one street with a posted speed limit of 35 miles per hour or less to another street with a posted speed limit of 35 miles per hour or less. No PTV may cross any street, road or highway which is part of the state highway system unless such crossing is made at a crossing or intersection designated for that purpose by the Georgia Department of Transportation (GDOT). At this time, the GDOT approved highway crossings are at the following locations:

ORDINANCE OF THE CITY OF VILLA RICA

IT IS HEREBY ORDAINED THAT Section 2.02 of the City of Villa Rica Zoning Ordinance be hereby amended to read as follows:

Section 2.02. Planning & Zoning Commission.

8) MEMBERSHIP.

- a) Each Council member of the city of Villa Rica shall nominate one member of the Planning & Zoning Commission on behalf of the Councilmembers' ward, and the City Council shall consider and decide whether to approve all nominations for appointments. The commission shall consist of five (5) members who reside or own property within the city limits of Villa Rica, Georgia and who shall be appointed for a two (2) year term, beginning on the first day of the term for wards 1 & 2, the first day of the year following the beginning of the terms for wards 3, 4, & 5. Vacated positions shall be filled as soon as possible by the Council in the manner provided for above for the remaining term.

All other provisions of Section 2.02 8) MEMBERSHIP. shall remain unchanged.

SO ORDAINED this _____ day of February, 2022.

Gil McDougal, Mayor
City of Villa Rica, Georgia

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Tree and Limb Removal at Hillcrest Cemetery
AGENDA DATE: February 8, 2022

DATE PREPARED: January 26, 2022
PREPARED BY: Alisa Doyal, City Clerk

AMOUNT: \$78,689.00
GL ACCOUNT #:
FUNDING SOURCE: Villa Rica Garden Club Funds and
BUDGETED ITEM? No

PURPOSE: Bid Approval for the Tree and Limb Removal Project at Hillcrest Cemetery.

BACKGROUND: In October 2021, I met with a local arborist with AELM (Landscape Design & Maintenance Company) of Villa Rica to get their expert opinion on trees within the cemetery that appear to be dying or in distress.

There are a total of 46 trees located all over the cemetery that need removing. The trees vary in shape, size and species. The largest of the trees are all oaks, and many of these have taken root inside a grave that have damaged the grave site and the grave wall.

There are a number of Eastern Red Cedar trees (known as the “graveyard tree”) that were planted inside the graves. These trees are a symbol of eternal life since they live a long time and can grow incredibly tall. Unfortunately, the trees have damaged walls in most of the graves, and the damage will continue as the tree grows. These families will be contacted about the tree removal.

The trees removed will be cut as far down the trunk as possible. The massive number of roots cannot be removed as they have grown up under the nearby graves. In the old section, there are marked graves right up against the tree trunk which is another reason to not remove the roots. We want to save as many of the old trees as possible in the old section of the cemetery that are not showing signs of dying other than some disease. These trees will have limb removal and will be placed on our watch list.

At the Pre-Bid Mandatory Meeting, six companies were present that toured the cemetery with us to take a look at all the trees to be removed and trimmed. Only two bids were received from Rodriguez Tree Service and Richmond Tree Experts.

Rodriguez Tree Services	\$300,000
Richmond Tree Experts	\$ 78,689

STAFF RECOMMENDATION: To approve the Bid Proposal from Richmond Tree Experts for the Tree and Limb Removal at Hillcrest Cemetery Project in the amount of \$78,689.00.

Richmond has been in business since 1976 and performed hazardous tree removals in national parks, historic cemeteries, school systems, municipalities, and universities. For the past 15 years, Richmond has maintained the aging trees on campus at the University of West Georgia. The company owns all of their equipment. The Project Manager and a Certified Arborist will be at the site during the work. Safety is a top priority with the company following the safety standards for tree care operations. All work areas will be cordoned off for the safety of the public. No equipment and no limbs will be dragged over or on a gravesite.

IMPACT: The tree and limb removal project is critical to the safety of the monuments and grave markers within the cemetery. Replacing these would be costly to the city.

MOTION: I move to approve the bid from Richmond Tree Experts in the amount of \$78,689.00 for the Tree and Limb Removal Project at Hillcrest Cemetery.











CITY OF VILLA RICA

City Council Packet

SUBJECT: CU-01-22- 197 Commerce Drive

CITY COUNCIL AGENDA DATE: February 8th, 2022

DATE: January 27th, 2022

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

PURPOSE:

Ben Amor, owner of Cloud 9 of Kennesaw, GA, requests a Special Exception permit to operate a retail smoke shop operation at 197 Commerce Drive, Parcel No: V07 0110093, in Land Lot 158 of the 6th District in Carroll County. The property consists of 0.38+/- acres and is located in Ward 2.

BACKGROUND:

The existing building on the site was previously a Waffle House location that was constructed in 1987 and closed in 2021. The property is currently boarded. The store is not proposed or permitted to have smoking or vaping on the property at any time, subject to the Villa Rica Smoke Free Air Ordinance.

STAFF RECOMMENDATION: Staff recommends **APPROVAL**

Reasons: The proposed business meets all supplementary standard requirements in the zoning ordinance, is projected to have less traffic than a restaurant use, and meets all parking requirements.

IMPACT: N/A

MOTION: I make a motion to approve the special exception use permit application for a smoke shop with the aforementioned conditions at 197 Commerce Drive, for Cloud 9.



January 27, 2022

UPDATED – February 1, 2022

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Ben Amor
CU-01-22
197 Commerce Drive
Land Lot 158, District 6
Parcel # V07 0110093
Lot Size: 0.38 Acres
Ward: 2
City Council Member: Matthew Momtahan
Planning Board Member: VACANT
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Ben Amor (the Applicant) is seeking a special exception to operate a retail smoke/vape shop. The property fronts onto Commerce Drive.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Special Exception, dated December 15th, 2021 (3 pages);
2. Applicant Statement, prepared by Taylor L. Leftwich, Esq., undated (2 pages);
3. Purchase Agreement, dated December 13th, 2021, signed by Ben Amor and Jeffery S. Wright, V.P. of Property Management for Waffle House, Inc.;
4. Partial Site Plan, undated, by an unknown preparer (1 page);
5. Property Survey, dated August 11, 1986, prepared by Harkleroad and Associates, Inc. (1 page).



A. Existing Conditions

The subject property is located southwest of Commerce Drive and north of I-20. The parcel has approximately 55.58' of frontage along Commerce Drive. The property is a rectangular shaped lot that was previously developed for a restaurant use in the 1980s. The restaurant use has since been abandoned and the building has been boarded. The parcel is almost completely flat and has no topographic elevation changes visible from Commerce Drive. No creeks or streams have been identified on the parcel and the parcel is not located in a flood zone.

The parcel is currently zoned Commercial Medium-Density (C2). The parcel does not border a city boundary/unincorporated area. The parcel is directly adjacent to the Multi-Family Medium-Density (MF2) Zone to the north, which is a vacant property that was subject to both rezoning and variance action in December 2021 and January 2022, respectively, in order to construct a 305-unit apartment complex. The parcel is also adjacent to a hotel to the directly to the west.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Multi-Family Medium-Density (MF2)	I-20 Gateway Activity Area
East	Commercial Medium-Density (C-2)	I-20 Gateway Activity Area
South	Commercial Medium-Density (C-2)	I-20 Gateway Activity Area
West	Commercial Medium-Density (C-2)	I-20 Gateway Activity Area



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The existing building on the site was previously a Waffle House location that was constructed in 1987 and closed in 2021. The property is currently boarded. The Unified Development Code (UDC) zoned the property as General Commercial (GC). In August of 2020, the City Council rezoned the property to C2, which was a lateral change from the previous GC zone as a part of the citywide rezoning efforts.

C. Proposed Development

The applicant is proposing to open a smoke/vape shop on the property within the previous Waffle House restaurant. The applicant has advised in their applicant statement that they intend on adding 12-15 salaried and commission-based jobs in Villa Rica upon opening. The applicant proposes to open a local location for “Cloud 9” proposes to sell CBD products, tobacco products, and other similar cigarette alternatives and holistic health products. The company has over 30 locations within the state of Georgia and continues to grow annually.



Flood Plain

The property is not located within a flood zone, based on FEMA's maps. This area is considered in "Flood Zone X", which is a flood area without base flood elevation levels determined. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

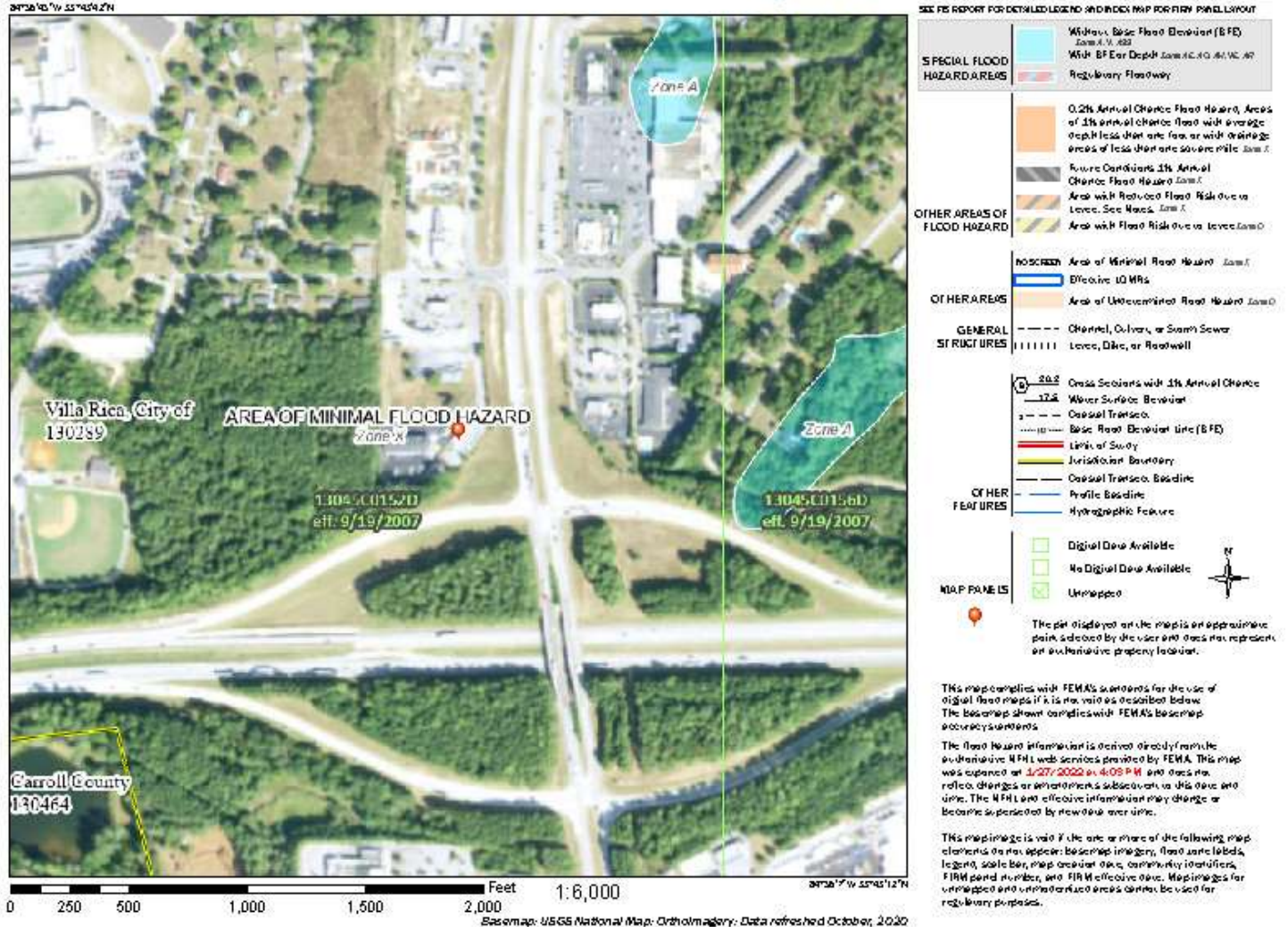


Figure 2: FEMA Flood Map



D. Supplementary Regulations and Special Exception Review Criteria

The developer has requested a special exception permit, which requires action from the City Council in order for the request to be approved or denied.

The Future Land Use Plan prescribes “I-20 Gateway Activity Area” as future land use for the parcels. The intent of the I-20 Gateway Activity Center is as follows:

“In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a use and intensity standpoint. The nature of the Special Exception may impact the intent of the I-20 Gateway Activity Center area to provide a “sense of arrival”. However, the Comprehensive Plan does indicate that a variety of commercial uses that offer employment opportunities is a main goal of the district.

The city’s zoning ordinance requires that smoke shops, vape shops, tobacco shops and medical marijuana dispensaries to meet certain standards found within Section 8.22 as indicated below. Staff has reviewed these standards and the use meets all requirements within this section of the ordinance (staff comments in **bold**):

- 1) Notwithstanding any other provision of this title to the contrary, smoke shops, tobacco stores, and medical marijuana dispensaries shall be permitted by Special Exception only in the Commercial, Medium-Density (C-2) zoning district. **The property is located within the C-2 Zone.**
- 2) Additional zoning and land use standards for smoke shops, tobacco stores, and medical marijuana dispensaries shall be as follows:
 - a. Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within three-hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, child care facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather. **The property is located approximately 1,100’ from the rear property line of Villa Rica High School. This is the only such facility applicable to this regulation located nearby.**
 - b. Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within five hundred (500) feet, measured property line to property line, from another smoke shop and tobacco store. **The property is located approximately 650’ from the property line of a commercial lot that includes a smoke shop (Lionz Vape & Phone Repairs), which meets the requirements of this section.**



- c. It is unlawful for a smoke shops, tobacco stores, and medical marijuana dispensaries to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shops, tobacco stores, and medical marijuana dispensaries. **The applicant has indicated that they will meet this regulation.**
- d. Smoke shops, tobacco stores, and medical marijuana dispensaries shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store. It shall be unlawful for a smoke shop and tobacco store to fail to display and maintain, or fail to cause to be displayed or maintained, such signage. **The applicant must meet this requirement upon opening.**

3) Standard conditions of approval for any Special Exception shall, at minimum, include the following:

- a. No smoking shall be permitted on the premises at any time.
- b. No sales may be solicited or conducted on the premises by minors.
- c. No self-service, product, or paraphernalia displays shall be permitted.
- d. No distribution of free or low-cost products or paraphernalia, as well as coupons for said items, shall be permitted.

DECISION CRITERIA.

a) The City Council shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that the use at the proposed location:

i) Is in fact a permitted Special Exception use as listed in each zoning district and appears on Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved; **The use is a permitted Special Exception use.**

ii) Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance; **The use meets the character of the zoning district and intents of the Comprehensive Plan.**

iii) Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area; No exterior changes to the property is anticipated, except for signage. **The building has largely stayed the same since construction in the mid-1980s, and the character of the area is not expected to change since no additional construction or site changes are anticipated.**

iv) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services; **The use will be adequately serviced by all applicable city/county services.**



v) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community; **No additional services or public costs are expected from the use locating on Commerce Drive.**

vi) Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors; **Because the property owner is not proposing on-site smoking/vaping, odors, smoke and fumes are not expected to be an issue with the use. Minors are not permitted to enter the premises by ordinance and the use is far enough from schools, churches and other smoke shops as required by the ordinance. The general welfare of the community does not appear to be at risk.**

vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; **The property is serviced by Commerce Drive and no interference with traffic along Commerce Drive or Highway 61 is expected.**

viii) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance. **No such features have been identified.**

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation: **APPROVAL**

Reasons: The proposed business meets all supplementary standard requirements in the zoning ordinance, is projected to have less traffic than a restaurant use, and meets all parking requirements.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on January 21th, 2021; a sign has been posted on the subject property; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact



Cloud 9 Smoke Co, LLC – 197 Commerce Drive

CU-01-22

January 27, 2022 (Updated February 1, 2022)

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my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Very truly yours,

Ronald Johnson

Planning & Zoning Specialist



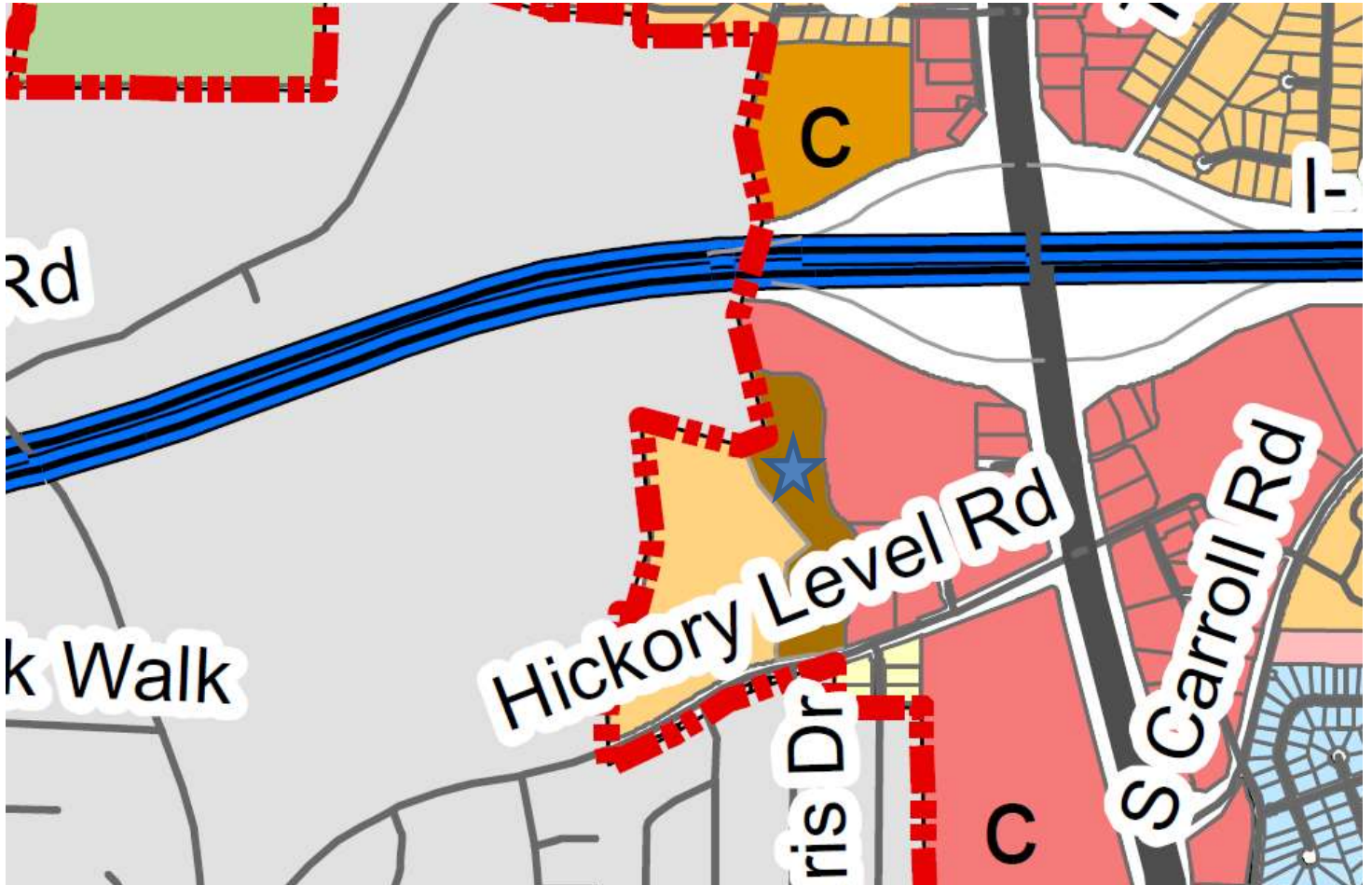
Cloud 9 Smoke Co, LLC – 197 Commerce Drive

CU-01-22

January 27, 2022 (Updated February 1, 2022)

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Villa Rica Zoning Map:





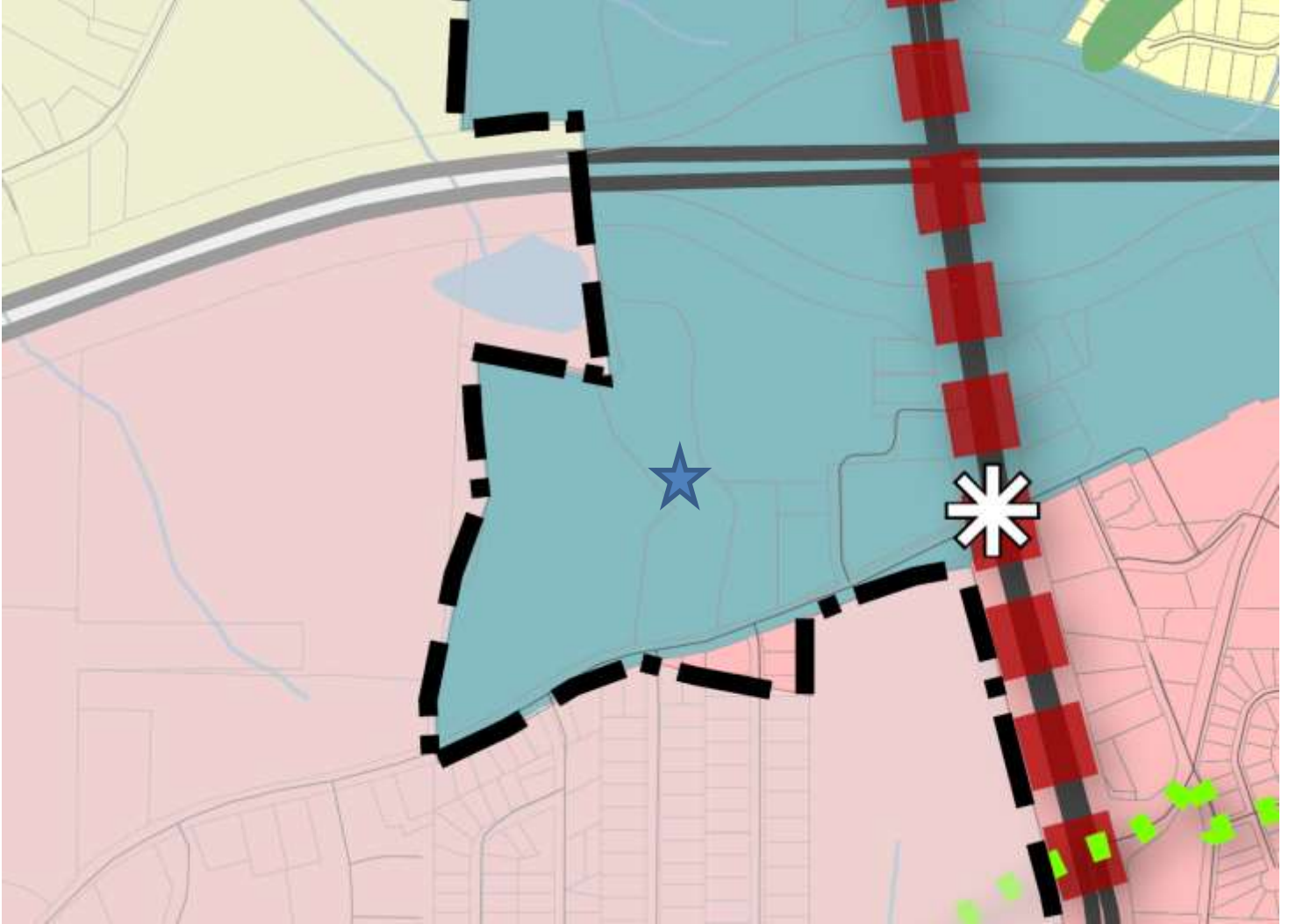
Cloud 9 Smoke Co, LLC – 197 Commerce Drive

CU-01-22

January 27, 2022 (Updated February 1, 2022)

Page 10 of 10

Villa Rica Future Land Use Map:





APPLICATION FOR SPECIAL EXCEPTION

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 12-15-2021

APPLICANT

Applicant Name: BEN AMOR
Address: 3042 MATLOCK DRIVE City: KUNNESAW State: GA Zip: 30144
Phone: (404) 477-7088 Fax: (470) 300-7143 Email: BENAMOR15@GMAIL.COM
Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Owner Name (If different from applicant): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): ☒ Conditional Use Permit ☐ Development Standards Variance

Name: BEN AMOR

Special Exception Location (attach location map): 197 HWY 61 SOUTH LLC

Proposed Use: SMOKE & VAPOR SHOP (RETAIL ONLY)

Square Footage of Site: 1,716

Assessor's Parcel Number: SEE ATTACHED

Describe Proposed Special Exception: OPEN AND OPERATE A BUSINESS SPECIALIZING IN THE RETAIL SALE OF CIGARETTE ALTERNATIVES, HOLISTIC HEALTH PRODUCTS, AND AUXILIARY ITEMS PERTAINING TO THE SAME.

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved Denied Date: _____ Conditions: No Yes How many: _____

City Council Decision: Approved Denied Date: _____ Conditions: No Yes How many: _____

Manager's Signature: _____ Date: _____



APPLICATION FOR SPECIAL EXCEPTION

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

I, BENSALEM AMOR, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

Ben Amor
Signature of Applicant

12-15-21
Date

Required Materials to Accompany the Application:

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with Zoning Ordinance requirements.

- 1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- 2) A site development plan prepared in conformance with all application requirements;
- 3) *A written statement describing the following:*
 - a) The proposed use;
 - b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d) The areas that are most likely to be directly affected by such change and the likely effects;
 - e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
- 4) Any other exhibits as may be required by the Community Development Manager.



APPLICATION FOR SPECIAL EXCEPTION

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council who will consider the application?

Yes _____ No ☒

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission
Member Name

Dollar amount of Campaign
Contribution

Description of Gift \$250 or greater
given to Board Member

We certify that the foregoing information is true and correct, this 15 day of December, 2021.

BEN AMOR
Applicant's Name – Printed

[Signature]
Signature of Applicant

TAYLOR LEFTWICH
Applicant's Attorney, if applicable – Printed

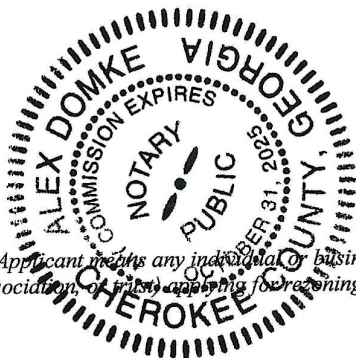
[Signature]
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 15 day of December, 2021.

[Signature]

Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.



Mailing Address:
3042 Matlock Drive
Kennesaw, GA 30144

LEFTWICH LAW, LLC

(p) 470-775-2937
(f) 470-300-7743
(e) Taylor@LeftwichLegal.com

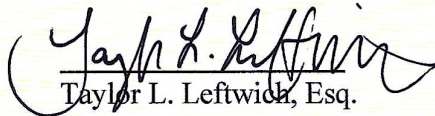
Re: Villa Rica – Application for Special Exception

Cloud 9 is a reputable corporation that has grown to become the Southeast's premier smoke and vape shop and a respected leader in its industry. Cloud 9 is distinguishable from many other smoke shops as it does not sale any adult novelties or allow smoking or vaping of any kind on its properties. The Company specializes in the sale of cigarette alternatives, holistic health products such as CBD, and was even declared an 'essential business' in each of its operating counties under the Declaration of Emergency issued during the state-wide COVID 19 shutdown and pursuant to guidance issued by the U.S. Department of Homeland Security. Adding Cloud 9 to the Villa Rica area will not be detrimental to the general public interest and is consistent with the purpose and intention of the Code and Comprehensive Plan.

Since 2012, Cloud 9 has grown to include over 30 locations in the state of Georgia and continues to grow larger across the nation each year. Cloud 9 is a proud supporter of local economies and communities. The Company founded its "Cloud 9 Cares" initiative which sponsors annual community food drives and awards scholarships to deserving students residing in the area to use towards their education at local colleges and universities. Each store currently averages between \$100,000.00-\$200,000.00 in monthly retail sales which is an undeniable contribution to the local economy and allows Cloud 9 to give back.

Cloud 9 anticipates adding between 12-15 salaried and commission-based jobs to Villa Rica residents upon opening. The company prioritizes employment of local residents at each store and invests heavily in its employees. For example, each employee undergoes a proprietary training program that focuses on the development of skills which include sales mastery, interpersonal communication, and retail management. The company also promotes from within, and employees are given the opportunity to grow in the company to management, corporate positions, and even franchise ownership. Further, Cloud 9 prides itself on remaining compliant with all applicable laws and implements strict training and security measures in each store to ensure there are never underage sales of restricted products to minors.

Cloud 9 looks forward to opening its next premier location in Villa Rica. Villa Rica and the residents therein will benefit greatly from the operation of this business. We respectfully request that you issue an approval. Please direct all inquiries or follow-up regarding this matter to me via email and include Mr. Amor in the same.


Taylor L. Leftwich, Esq.

Enclosures:

1. Application for Special Exception
2. Purchase and Sale Agreement (197 Hwy 61 South)

Cc: Benamor15@gmail.com;
Rjohnson@villarica.org

REAL ESTATE SALES AGREEMENT

This REAL ESTATE SALES AGREEMENT (this "Agreement") is made and entered into as of the date of the last party to execute this Agreement (the "Effective Date") by and between WAFFLE HOUSE, INC., a Georgia corporation ("Seller"), and 197 HWY 61 SOUTH LLC, a Georgia limited liability company ("Buyer"). Seller hereby agrees to sell and convey and Buyer hereby agrees to purchase for the consideration and upon the terms set forth in this Agreement, the real estate, including all improvements and fixtures thereon, together with all easements, rights of way, licenses, privileges, hereditaments, and appurtenances, if any, inuring to the benefit of such land, located in the State of Georgia, County of Carroll, and more particularly described in Exhibit "A" (the "Property").

1. PURCHASE PRICE. The purchase price for the Property shall be Three Hundred Fifty Thousand Dollars (\$350,000.00) (the "Purchase Price").

2. DEPOSIT. Within ten (10) days after the Effective Date of this Agreement, Buyer shall deposit with First American Title Insurance Company or other nationally recognized title insurance company selected by Buyer and approved by Seller ("Escrow Agent"), an earnest money deposit of Three Thousand Dollars (\$3,000.00) in cash (the "Deposit"), which Buyer and Seller agree shall be held in trust by the Escrow Agent. If Seller does not receive written notice from the Escrow Agent within the said ten (10) day period that Buyer has made the Deposit, then this Agreement shall be deemed terminated and of no further force or effect, except for those provisions that survive termination hereof. If the Buyer does not terminate this Agreement prior to the expiration of the Inspection Period as provided in Paragraph 4 below, the Deposit shall become non-refundable except upon the default of Seller. At Closing, the Deposit shall be applied toward the Purchase Price, and the remainder of the Purchase Price shall be paid to Seller by federal wire transfer or by certified check.

3. EVIDENCE OF TITLE. The title to the Property to be conveyed to Buyer shall be subject to covenants, easements, encumbrances and restrictions of record or as may be shown on an accurate survey; utility easements; building and zoning laws, codes or regulations; and liens for taxes which are unpaid but not due. The Property is also sold subject to the terms and conditions of this Agreement, including the covenants in Paragraphs 6, 13 and Exhibit "B" below. All of such foregoing items, but specifically excluding monetary liens expressly created by Seller, are referred to herein as the "Permitted Encumbrances." Buyer, at its expense, may obtain a title insurance commitment or title search issued by a title insurance company acceptable to Buyer. Buyer shall pay all costs associated with the commitment and of an owner's policy of title insurance, if any. If said title commitment or any endorsement or any other title evidence obtained by Buyer shows any exceptions to title (other than the lien of taxes not yet due and payable) and such exceptions are unacceptable to Buyer, then Buyer may take either of the following actions: (a) waive such exceptions; or (b) terminate this Agreement by giving written notice to Seller prior to the expiration of the Inspection Period (as defined below), in which case Buyer shall be refunded the Deposit.

4. INSPECTION PERIOD. Buyer shall have forty-five (45) days after the Effective Date of this Agreement (the "Inspection Period") to complete all of the Buyer's investigation,

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examinations and other due diligence with respect to the Property and any improvements thereon. Upon written notice to Seller, Buyer may elect to declare that the Inspection Period has expired prior to its scheduled expiration. On or before expiration of the Inspection Period, Buyer may, at its sole election and for any reason, terminate this Agreement by written notice to Seller, in which case the Deposit will be returned to Buyer and Buyer shall be released from any further responsibilities or obligations under this Agreement, except for such responsibilities or obligations hereof which expressly survive termination of this Agreement.

5. INSPECTION AND DUE DILIGENCE OF BUYER.

(A) Commencing upon the Effective Date and extending through the end of the Inspection Period, Buyer, at its cost, shall have the right to enter the Property personally or through agents, employees and contractors for the purpose of making boundary line and topographical surveys of same, conducting soil and environmental tests thereon and in general conducting such tests, analyses and investigations of the Property and any improvements thereon as Buyer in its sole judgment deems appropriate or prudent ("Buyer's Due Diligence"); provided however, if there is a building or other structure on the Property, Buyer will provide Seller with three (3) days advanced written notice before entering the building or other structure so that Seller may have a representative present to unlock same.

(B) Buyer does hereby indemnify, defend and hold harmless Seller for any and all losses, liabilities, judgments, costs, damages, claims or demands brought or made against Seller or incurred by Seller (including attorneys' fees, court costs and fees for experts or other professional services incurred and including costs of appeal or settlement) by reason of injury to persons or personal property arising from Buyer's Due Diligence. Buyer further agrees that it shall promptly remove any lien against the Property arising from Buyer's Due Diligence or related work or services performed by Buyer or by Buyer's agents, employees, contractors or others acting on Buyer's behalf. Buyer agrees to provide Seller with the results of any testing in the event Buyer elects not to acquire the Property. Following the completion of Buyer's Due Diligence, Buyer shall promptly restore and repair the Property and any improvements thereon to their previous condition only in the event Buyer elects not to acquire the Property. This subparagraph 5(b) shall survive the termination, with or without cause, of this Agreement by either party; and shall survive the Closing.

6. DEED. Seller shall convey the Property to Buyer by a transferable and recordable Limited or Special Warranty Deed to be prepared by Seller at Seller's expense, conveying good and marketable title in fee simple free and clear of any liens and encumbrances other than the Permitted Encumbrances, which are specifically permitted under the provisions of Paragraph 3 herein (the "Deed"). Buyer shall pay for all documentary stamps on the Deed and shall pay all transfer and conveyance taxes and fees. Buyer agrees that the following covenant shall be included in the Deed issued pursuant to this Agreement and shall survive Closing:

"Grantor herein warrants and covenants that Grantor will not buy, sell, lease or otherwise make available any land either now controlled by Grantor or which becomes subject to Grantor's control subsequent to the date this Deed is recorded, located within one city block or 1,000 linear feet, whichever is greater, of the perimeter of the Property (not

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including the Property) (such area which does not include the Property being referred to herein as the "Restricted Land") for use for any restaurant or foodservice purposes (including, without limitation, any fast food, sit-down, carry-out or drive-through restaurant, café, diner, buffet, or self-service food counter or the service or provision of food for consumption on or off such Restricted Land which has been prepared, assembled, packaged or cooked on such Restricted Land) and regardless of whether such use is the primary or subordinate use of such Restricted Land. This covenant shall be effective for a period equal to the lesser of (a) fifty (50) years after the date this Deed is recorded and (b) the maximum time allowed under state law as of the date this Deed is recorded. Also, this covenant shall run with title to the Restricted Land and shall be binding upon Grantor, its successors and assigns. Grantor does further agree that it will not convey any parcel within the Restricted Land except by lease or deed containing restrictive covenants equivalent to the above. Any subsequent purchaser or lessee of the Restricted Land does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with title to such Restricted Land."

7. CLOSING. This transaction shall be closed and the purchase price paid to Seller within thirty (30) days after the expiration of the Inspection Period (the "Closing Date"). At the consummation of the transaction contemplated herein, Seller agrees to deliver to Buyer the Deed along with all certificates, affidavits, closing statements, bills of sale and such other documents as Buyer or its title company may reasonably require in order to consummate the transaction contemplated by this Agreement, each of which has been executed by Seller, and notarized where required for recording or other purposes (the "Closing"). All documents to be executed by Seller shall be provided by Buyer to Seller at least five (5) business days before the scheduled Closing Date, and such documents shall be subject to Seller's approval, which approval shall not be unreasonably withheld. The Closing shall occur through a "mail-in" escrow.

8. POSSESSION. Possession of the Property shall be given to the Buyer at the time of Closing. The Property shall be unoccupied and free of any lease to or other right of possession or claim of right of possession by any party other than Buyer.

9. TAXES AND ASSESSMENTS. All unpaid assessments as of the Closing Date (defined below) shall be paid by Seller. All ad valorem property taxes affecting the Property for the calendar year of the Closing shall be prorated between Buyer and Seller, as of the Closing. In the event that the invoice for ad valorem taxes is not available at the time of the Closing, the proration shall be based upon either the tax bill for the immediately preceding year or the current millage rate and evaluation, if available. The proration shall be based on a 365-day year.

10. UTILITY CHARGES AND ACCOUNTS. All charges for utilities and services of any type furnished to the Property by governmental agencies, public utilities and private service providers shall be paid by the Seller to the Closing Date. Buyer and Seller agree that within five (5) calendar days following the Closing Date, Buyer will transfer all utilities currently servicing the Property from the Seller's name and account to the Buyer's name and account. On or promptly after the tenth (10th) calendar day following the Closing Date, Seller will cancel and/or disconnect any utility or other service that has not been transferred from the Seller's name and account, in which event Buyer will be responsible for all costs and deposits associated with the reconnection of utility service or provision of other services. Any deposits held in the name or the account of

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the Seller by a utility or service provider shall be returned to the Seller. The provisions of this paragraph shall survive the Closing.

11. CONDEMNATION. If any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property, either temporarily or permanently, in any condemnation proceeding or by exercise of the right of eminent domain, Seller shall give notice of the same to Buyer. Upon the occurrence of any of the foregoing events, either party hereto shall have the right, at its option, to terminate this Agreement by giving written notice thereof to the other party on or before the Closing Date, in which event both parties shall be released of all further obligations hereunder (except for those obligations which survive termination as specifically provided in this Agreement) and the Deposit shall be returned; provided that Buyer is not otherwise in default under this Agreement. If neither party terminates this Agreement, then (i) the purchase price for the Property shall be reduced by the total of any awards, settlement proceeds or other proceeds received by the Seller at or prior to Closing with respect to any damaging, taking or acquiring; and (ii) at Closing, Seller shall assign to Buyer all rights of Seller in and to any awards, settlement proceeds or other proceeds payable after Closing by reason of any such damaging, taking or acquiring. The risk of condemnation or eminent domain shall be borne by the Seller until Closing.

12. CASUALTY LOSS. If the Property or any part thereof or any improvements thereon shall be damaged or destroyed by fire or any other casualty, Seller shall give notice of the same to Buyer. Upon the occurrence of any fire or any other casualty, Buyer shall have the right, at its option, to terminate this Agreement by giving notice thereof to Seller on or before the Closing Date, in which event Buyer shall be released of all further obligations hereunder (except for those obligations which survive termination as specifically provided in this Agreement) and the Deposit shall be returned to Buyer, provided that Buyer is not otherwise in default under this Agreement. If Buyer does not so terminate this Agreement, the Purchase Price for the Property shall be reduced by the total of any insurance proceeds or other proceeds received by Seller at or prior to Closing with respect to any fire loss, casualty loss or other loss. At Closing, Seller shall assign to Buyer all rights of Seller, if any, in and to any insurance proceeds or other proceeds payable after Closing by reason of any fire loss, casualty loss or other loss. The risk of loss, damage or destruction of the Property and any improvements thereof by fire or otherwise shall be borne by the Seller until Closing.

13. AS-IS, WHERE-IS CONDITION. Buyer agrees that, at its cost, Buyer will perform such examinations and investigations of the Property and any improvements thereon, which examinations and investigations are deemed by Buyer in its sole judgment to be appropriate or prudent, prior to Closing and that Buyer will rely solely upon such examinations and investigations (if any) in purchasing the Property. Buyer agrees that the following disclaimer shall be included in the Deed issued pursuant to this Agreement and shall survive Closing:

Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, except for warranties of title as set forth in this Deed, Buyer is acquiring the Property "As Is" and "Where Is," and with all faults and defects, latent or otherwise, and that Seller has not made and does not make and will not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, zoning, governmental

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permits, availability or cost of utilities, environmental condition or contamination, expenses, value of the Property or any improvements thereon, the structural integrity, habitability or usefulness of any improvements on the Property, or any other matter or thing affecting or related to the Property or any improvements thereon (including without limitation, warranties of habitability, warranties of merchantability, and/or fitness for a particular purpose), which might be pertinent in considering whether to purchase the Property, and Buyer does hereby expressly acknowledge that no such representations or warranties have been made. Buyer further acknowledges and agrees that Seller shall not be liable or bound in any manner by any warranties, either expressed or implied, guarantees, promises, statements, representations, or information pertaining to the Property, or any improvements thereon, made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent the Seller.

14. DEFAULT.

(A) Seller's Default; Buyer's Remedy. If Seller fails or refuses to perform its obligations under this Agreement or if this Agreement is terminated in accordance with the provisions relating to termination set forth herein, the Deposit shall be forthwith refunded to Buyer by the Escrow Agent, and Seller shall have no further liability or obligation under this Agreement.

(B) Buyer's Default; Seller's Remedy. If Buyer, without good cause, fails or refuses to perform its obligations hereunder, the Deposit shall be paid to Seller by Escrow Agent as liquidated damages and not as penalty (representing a reasonable estimate of Seller's damages which would be difficult to determine), and the Buyer shall be relieved from all further liability or obligation hereunder. If Buyer terminates this Agreement as permitted herein, upon notice to Escrow Agent and Seller from Buyer, the Deposit shall be forthwith refunded to Buyer by the Escrow Agent and Seller shall have no further rights to the Deposit.

15. NOTICES. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given on the date it is (i) delivered personally or by overnight courier (such as United Parcel Service or FedEx), (ii) sent by facsimile or electronic mail (email) (provided a copy of such notice is deposited with an overnight courier for next business day delivery) or (iii) on the date it is deposited in the United States mail, marked certified or registered, return receipt requested, with postage prepaid, addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, confirmed facsimile transmission (provided a copy of such notice is deposited with an overnight courier for next business day delivery), deposit with such overnight courier for next business day delivery, or deposit in the United States mail, but the time period (if any is provided for herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel. Although notice may be given by electronic mail (email), in no event shall this Agreement be altered, amended, or modified by electronic mail or by the electronic record and the parties

DATE 12/13/21 INITIAL [Signature]
DATE 12/13/21 INITIAL BA

acknowledge and agree that this Agreement shall not be executed, entered into, altered, amended, or modified by electronic means.

The parties' respective address for notice purposes are as follows. Telephone numbers are given for convenience of reference only. Notice by telephone shall not be effective.

If to Buyer: 197 HWY 61 South LLC
1090 Olde Towne Lane
Woodstock, GA 30189
Attn: Ben Amor
Email: Ben@sbkint.com
Telephone: 404-477-7088

with a copy to: Leftwich Law, LLC
3042 Matlock Drive
Kennesaw, GA 30189
Attn: Taylor L. Leftwich, Esq.
Email: Taylor@LeftwichLegal.com
Telephone: 470-775-2937

If to Seller: Waffle House, Inc.
5986 Financial Drive
Norcross, GA 30071
Attention: Richard Taylor
Email: richardtaylor@wafflehouse.com
Telephone: 770-729-5915

16. **WAIVER.** No waiver by Seller or Buyer of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character.

17. **ASSIGNMENT.** Buyer may not assign this Agreement prior to closing without the prior written consent of Seller.

18. **MISCELLANEOUS.**

(A) Modifications. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

(B) Interest. This Agreement shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

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(C) Captions. The headings to the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

(D) Definition of Buyer. If two or more persons constitute the Buyer, the word "Buyer" shall be construed as if it reads "Buyers" throughout this Agreement.

(E) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered to be an original document.

(F) Time Periods. Any date certain under this Agreement by which an action must or may be taken or completed which falls on a Saturday, Sunday, or legal holiday in the State of Georgia shall be extended to the next business day.

(G) Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

(H) Time of Essence; Unilateral Extension. Time is of the essence of this Agreement. Seller and Buyer each have the right and option to unilaterally extend either the Inspection Period or the Closing Date for a period of ten (10) days in the event any delays or title issues arise necessitating the same. To exercise its extension, a party shall give written notice to the other party before the expiration of the Inspection Period or Closing Date as the case may be.

(I) Construction and Interpretation. This Agreement shall be interpreted and construed in an evenhanded manner between Seller and Buyer and to give the Agreement and its terms their fair meaning. If and when the language or wording of this Agreement is deemed to be ambiguous or otherwise unclear, the issue shall be resolved in the manner most consistent with the relevant provisions of this Agreement without regard to authorship or drafting of the language or wording, without any presumption or interpretation or construction in favor of either Seller or Buyer and without reference to the "reasonable expectations" of either Seller or Buyer.

(J) Further Assurances. Each party shall perform such other acts, sign and deliver any further instruments and documents as the other party may reasonably require to accomplish the sale and purchase of the Property upon and in accordance with the terms of this Agreement.

(K) Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, and the parties agree that in any dispute jurisdiction and venue shall be in the courts of Georgia, County of Gwinnett, and the parties irrevocably consent to the jurisdiction and venue of such courts.

(L) Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersede all prior

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written or oral agreements and understandings between the parties pertaining to such subject matter.

(M) Recordation. Buyer agrees and covenants that it shall not under any circumstances record this Agreement in the land records of the county and state in which the Property is located.

19. SPECIAL STIPULATIONS. Special Stipulations are attached hereto as Exhibit "B".

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:
197 HWY 61 SOUTH LLC

By: 
Name: Ben Amor
Title: CEO
Date: 12/13/21

SELLER:
WAFFLE HOUSE, INC.

By: 
Name: Jeffery S. Wright
Title: N.P. of Property Management
Date: 12/13/21

DATE 12/13/21 INITIAL 
DATE _____ INITIAL _____

EXHIBIT "A"

to Real Estate Sales Agreement between
Waffle House, Inc. ("Seller") and 197 HWY 61 SOUTH LLC ("Buyer")

SITE DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 158 OF THE 6th DISTRICT, CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SITE AREA

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY #20 AND THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61, SAID MONUMENT BEING 150.00 FEET FROM CENTERLINE OF STATE ROUTE 61; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY #20 SOUTH 35 DEGREES 23 MINUTES 54 SECONDS WEST 208.39 FEET TO A CONCRETE R/W MONUMENT FOUND; THENCE NORTH 54 DEGREES 36 MINUTES 06 SECONDS WEST 90.00 TO A 1/2 INCH REBAR SET; THENCE NORTH 35 DEGREES 23 MINUTES 54 SECONDS WEST 208.39 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 54 DEGREES 36 MINUTES 06 SECONDS EAST 90.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.36 ACRES AS SHOWN ON PLAT FOR WAFFLE HOUSE, INC. BY HARKLEROAD & ASSOCIATES, INC., DATED AUGUST 11, 1986, JOB NUMBER 3784.

PARCEL "B" 40 FOOT ACCESS EASEMENT

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY #20 AND THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61, SAID MONUMENT BEING 150.00 FEET FROM CENTERLINE OF STATE ROUTE 61; THENCE NORTH 54 DEGREES 36 MINUTES 06 SECONDS WEST 55.58 FEET TO THE POINT; THENCE IN A NORTHWESTERLY DIRECTION FOLLOWING A CURVATURE 40.00 FEET PARALLEL TO THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61 AN ARC DISTANCE OF 246.90 FEET TO A POINT, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 11 MINUTES 22 SECONDS WEST 246.88 FEET AND HAVING A RADIUS OF 5919.61 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 15 SECONDS EAST 40.12 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61 FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 280.65 FEET TO THE POINT OF BEGINNING CONTAINING 0.24 ACRES, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 07 DEGREES 23 MINUTES 30 SECONDS EAST 280.62 FEET AND HAVING A RADIUS OF 5079.61 FEET.

THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION. IT IS A TRUE REPRESENTATION OF THE LAND PLATTED AND ACCURATELY PORTRAYS THE CONDITIONS EXISTING AT THE SITE ON AUGUST 11, 1986. THIS SURVEY IS ACCURATE AND COMPLETE AS OF AUGUST 11, 1986, AND SHOWS THE CORRECT BOUNDARIES OF THE PREMISES. ALL THE IMPROVEMENTS, IF ANY, ON THE PROPERTY ARE WITHIN THE LOT LINES. THERE ARE NO ENCROACHMENTS, EASEMENTS OR POSSESSORY RIGHTS IN THE THIRD PARTIES OTHER THAN AS SHOWN ON THIS SURVEY INDICATES OR REFLECTS ALL MATTERS REQUIRED TO THEREON PURSUANT TO WAFFLE HOUSE "SURVEY REQUIREMENTS" FORM DATED REVISED, AUGUST, 1980, WHICH ACCOMPANIES THIS SURVEY DRAWING.

DONALD W. HARKLEROAD
A.L.S. #1978

DATE 12/17/21 INITIAL JS
DATE 12/13/21 INITIAL RA

Exhibit "A"

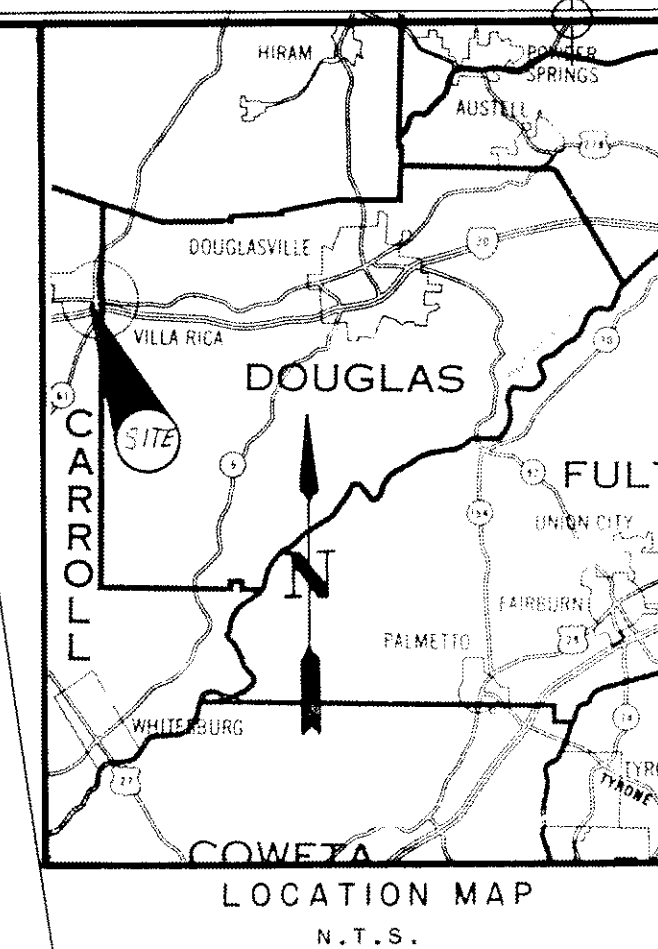
EXHIBIT "B"

to Real Estate Sales Agreement between
Waffle House, Inc. ("Seller") and 197 HWY 61 SOUTH LLC ("Buyer")

1. Like-Kind Exchange. It is understood that it is the intention of the Seller that this transaction qualify as a "Like-Kind" Exchange under Section 1031 of the Internal Revenue Code (the "Code") and Buyer agrees to cooperate with Seller if Seller elects to pursue a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code, provided that Buyer does not incur any additional obligations or liabilities and Seller pays all additional costs or fees associated with such tax deferred transaction.
2. Seller's Documents. Seller upon written request by Buyer shall deliver to Buyer copies of the following documents pertaining to the Property, provided such documents exist and are available in Seller's files: survey, site plan, soil test, and title insurance policy. Buyer acknowledges that such documents, if any, are provided by Seller without representation or warranty of any kind or nature.
3. Buyer's Finance Contingency. This Agreement is contingent on Buyer obtaining financing, which shall be obtained during the Inspection Period and promptly provided to Seller.

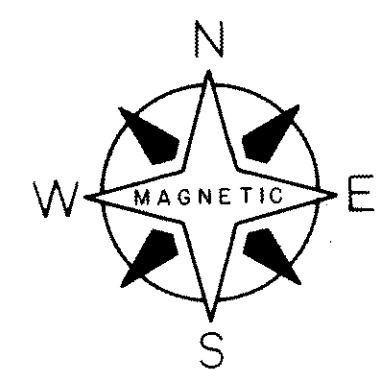
DATE 12/13/21 INITIAL JS
DATE 12/13/21 INITIAL BA

Exhibit "B"



STATE ROUTE NO. 61
300' RIGHT-OF-WAY

PARCEL "B"
40' ACCESS EASEMENT
10,550.00 S.F.
0.24 ACRES



SITE DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 158 OF THE 6th DISTRICT, CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SITE AREA

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY #20 AND THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61, SAID MONUMENT BEING 150.00 FEET FROM CENTERLINE OF STATE ROUTE 61; THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY #20 SOUTH 35 DEGREES 23 MINUTES 54 SECONDS WEST 208.39 FEET TO A CONCRETE R/W MONUMENT FOUND; THENCE NORTH 54 DEGREES 36 MINUTES 06 SECONDS WEST 80.00 TO A 1/2 INCH REBAR SET; THENCE NORTH 35 DEGREES 23 MINUTES 54 SECONDS WEST 208.39 FEET TO A 1/2 INCH REBAR SET; THENCE SOUTH 54 DEGREES 36 MINUTES 06 SECONDS EAST 80.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.38 ACRES AS SHOWN ON PLAT FOR WAFFLE HOUSE, INC. BY HARKLEROD & ASSOCIATES, INC., DATED AUGUST 11, 1986, JOB NUMBER 3784.

PARCEL "B"
40 FOOT ACCESS EASEMENT

BEGINNING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY #20 AND THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61, SAID MONUMENT BEING 150.00 FEET FROM CENTERLINE OF STATE ROUTE 61; THENCE NORTH 54 DEGREES 36 MINUTES 06 SECONDS WEST 55.58 FEET TO THE POINT; THENCE IN A NORTHWESTERLY DIRECTION FOLLOWING A CURVATURE 40.00 FEET PARALLEL TO THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61 AN ARC DISTANCE OF 246.90 FEET TO A POINT, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF NORTH 07 DEGREES 11 MINUTES 22 SECONDS WEST 246.88 FEET AND HAVING A RADIUS OF 5819.61 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 15 SECONDS EAST 40.12 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY OF STATE ROUTE 61 FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 280.65 FEET TO THE POINT OF BEGINNING CONTAINING 0.24 ACRES, SAID CURVATURE HAVING A CHORD BEARING AND DISTANCE OF SOUTH 07 DEGREES 23 MINUTES 30 SECONDS EAST 280.62 FEET AND HAVING A RADIUS OF 5879.61 FEET.

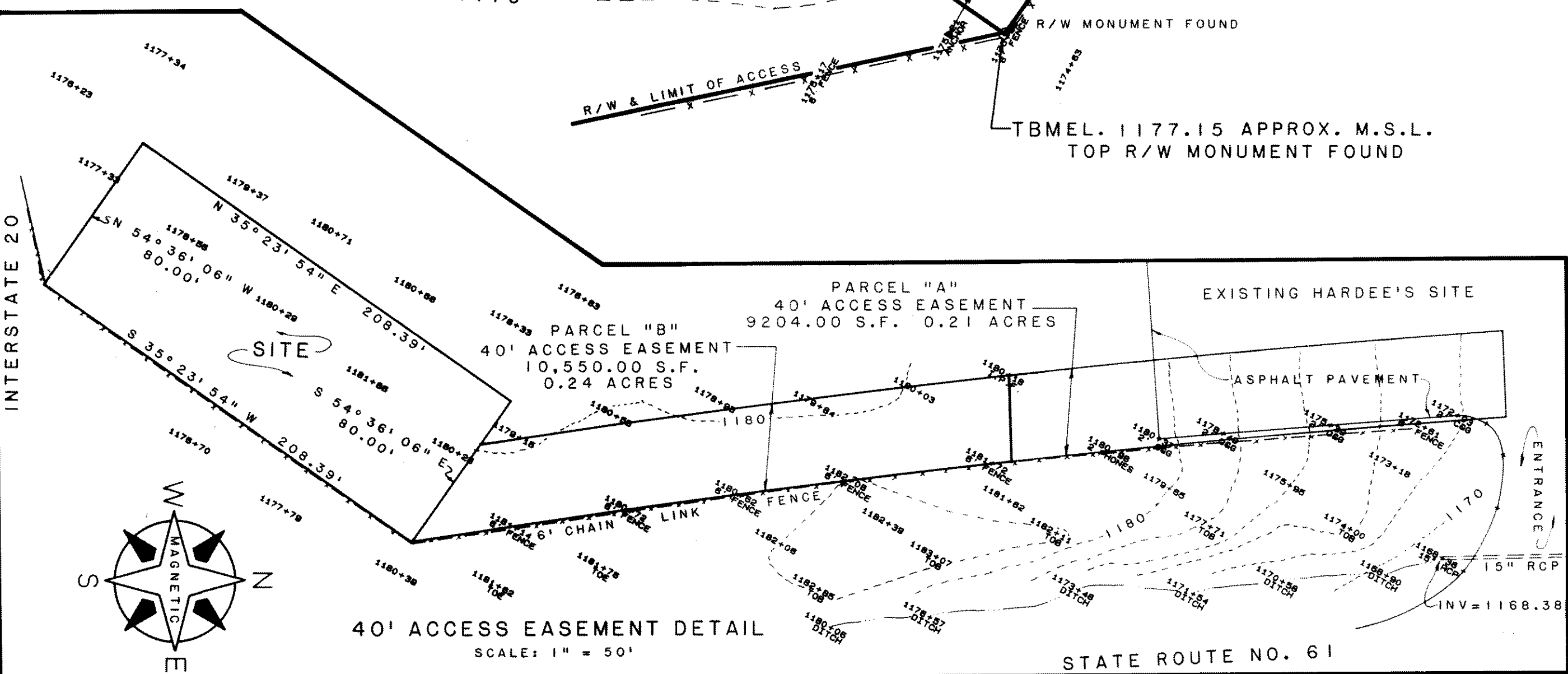
THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION. IT IS A TRUE REPRESENTATION OF THE LAND PLATTED AND ACCURATELY PORTRAYS THE CONDITIONS EXISTING AT THE SITE ON AUGUST 11, 1986. THIS SURVEY IS ACCURATE AND COMPLETE AS OF AUGUST 11, 1986, AND SHOWS THE CORRECT BOUNDARIES OF THE PREMISES. ALL THE IMPROVEMENTS, IF ANY, ON THE PROPERTY ARE WITHIN THE LOT LINES. THERE ARE NO ENCROACHMENTS, EASEMENTS OR POSSESSORY RIGHTS IN THE THIRD PARTIES OTHER THAN AS SHOWN ON THIS SURVEY INDICATES OR REFLECTS ALL MATTERS REQUIRED TO THEREON PURSUANT TO WAFFLE HOUSE "SURVEY REQUIREMENTS" FORM DATED REVISED, AUGUST, 1980, WHICH ACCOMPANIES THIS SURVEY DRAWING.

DONALD W. HARKLEROD
R.L.S. #1578

SITE GENERAL NOTES:

1. ZONING DONNA WALKER 404-459-3656
CITY HALL VILLA RICA
P.O. BOX 697
VILLA RICA GA 30180
2. WATER & SEWER DON MAGILL 404-459-3656
CITY HALL
ATLANTA GAS LIGHT
LINDA SMITH
TRI-COUNTY PLAZA
VILLA RICA GA 30180
3. GAS SERVICE

HARDEE'S HI-RISE SIGN
GROUND TO TOP 97.84'

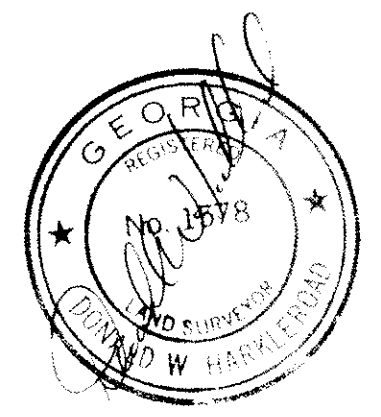
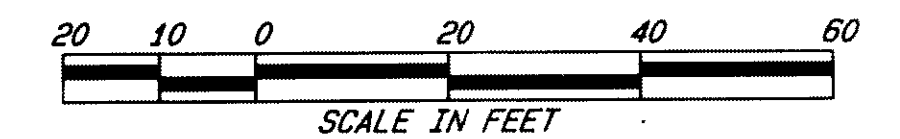


SOURCE OF SURVEY INFORMATION:

1. CARROLL COUNTY TAX MAP LL 158, 06th DISTRICT.
2. DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SHEETS 3 & 4 OF PROJECT NUMBER F-021-1 (7) DATED MARCH 9, 1971.
3. LEGAL DESCRIPTION OF EASEMENT SUPPLIED BY WAFFLE HOUSE REPRESENTATIVE.
4. SURVEY BY OTHERS.
5. EQUIPMENT USED:
 - a. LIETZ SDK3E TOTAL STATION
 - b. HEWLETT PACKARD 217 COMPUTER
 - c. HEWLETT PACKARD 7585B PLOTTER
 - d. PLUS 3 - VERSA CAD SOFTWARE

NOTES:

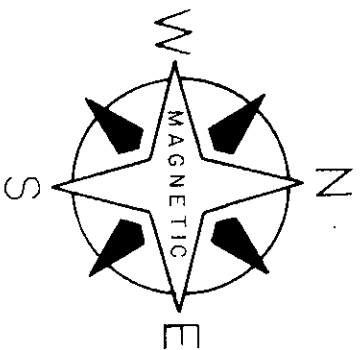
1. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 36,741 FEET AND AN ANGULAR ERROR OF 07 SECONDS PER ANGLE POINT AND HAS BEEN ADJUSTED USING CRANDALL RULE. 2. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+/- FEET. 3. EQUIPMENT USED FOR FIELD SURVEY: LIETZ (SDK3E)



THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED IN THE CERTIFICATION HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAIDED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON OR PERSONS.

REVISED 8-14-86 SITE AREA & ADDED DETAIL

Unit #655
SURVEY FOR
WAFFLE HOUSE, INC.
LOCATED IN
LL158 6th DISTRICT
CITY OF VILLA RICA
CARROLL COUNTY, GEORGIA
SCALE: 1" = 20' JOB NO.: 3784 DATE: AUGUST 11, 1986
HARKLEROD AND ASSOC., INC.
ENGINEERS - LAND SURVEYORS
1901 MONTREAL ROAD, SUITE 101
TUCKER, GA. 30084 PHONE: 404-939-4751



UNDERGROUND ELEC. SERVICE

5 FT. BUILDING SETBACK
2 PAY TELEPHONES

120-208-30 ELECT. SERVICE

GAS METER

WALL EXHAUST W/SAND PIT
PER DETAIL #4

4

BUMPER POST (TYP) SEE DETAILS

CAN WASH W/HOT & COLD WATER

10' X 20' SERVICE AREA

W/M. H. COVER —

CONC. U
(TRP)
4" SEW

54" E 208.39'

WAFLE HOUSE RESTURANT
STD. 4/1/17 RT. HAND 1716 S.F.
WALLEX. NAT. GAS FFE- 1181.00

3 W.H. SIGNS

ASPHALT CONC. PAVING
SEE DETAIL # 19

4' X 4' WAFFLE HOUSE
SIGN @ 50' ON DOUBLE
POLES. SEE DETAIL #13

O.H. LINE
UNDERGR
IN EASEM
ALONG WE
OF BLDG.

SOURCE OF SURVEY

1. CARROLL COUNTY

2. DEPARTMENT OF PROJECT

3. LEGAL DESCRIPTION

REPRESENTATIVE

4. SURVEY OF OIL

U. S. GOVERNMENT PRINTING OFFICE

D. HEMLETT P.

d. PLUS 3 -

R/W & LIMIT OF ACCESS

FENCE

1175.5

ANCHOR

1174.63

R/W MONUMENT FOUND

FENCE

MONUMENT FOUND

-TBMEL: 1177.15 APPROX: M.S.L.

1174-16

6

1178

1176+83

1178+33

1180-80

$$\frac{N}{88^{\circ} 21' 11''} = 40.12,$$
~~R/W~~

4C



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: The Mill Amphitheatre-Painting
AGENDA DATE: February 8thth, 2021

DATE PREPARED: December 2, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$17,200.00
GL ACCOUNT #: 275-7540-572010
FUNDING SOURCE: Tourism Product Development
BUDGETED ITEM? No

PURPOSE: To paint the metal roofs located on the Mill Amphitheatre, restrooms, and concession stand. Also included is the gutters and downspouts, man doors, hand rails, wood fascia, and metal medallions.

BACKGROUND: The Mill Amphitheatre currently has green roofs and accents throughout the facility. The current paint is fading and losing its aesthetic appeal. It is in need of a fresh coat of paint and staff would like it to match the Avanti building's color scheme.

STAFF RECOMMENDATION: Staff recommends engaging with Harrison Contracting Company to paint the roofs, doors, rails, fascia, and medallions. Staff would like to paint everything that is green to a new paint color of black. This will blend in and match the newly painted Avanti building and welcome center. This company is local being located in our industrial park. They have a great portfolio and stand behind their work. This company also painted the Library when it was built. They have gone above and beyond with providing renderings, color choices, and recommendations for previous projects.

Company	Quote
Harrison Contracting Company	\$17,200.00

IMPACT: Painting the Amphitheatre would benefit downtown and show other business owners that we are taking care of City owned facilities as well. Staff wants the appearance of the building to be inviting to guests and visitors.

MOTION:

I move that we authorize the City Manager to engage Harrison Contracting to paint the Amphitheatre roofs, hand rails, man doors, fascia, and gutters in an amount not to exceed \$17,200.00.



65 East Industrial Ct.
Villa Rica, GA 30180
888.456.4011 TOLL FREE
770.949.5776 OFFICE
770.920.5925 FAX

www.HARRISONCONTRACTING.com

QUOTE DATE
12/2/2021
VALID THRU
2/2/2022

ATTN: Nic Griffin

TO: City Of Villa Rica

QUOTE DESCRIPTION: Mill Amphitheatre

NOTE DETAIL:

Harrison Contracting Company, Inc.(HCC) proposes to provide the materials, labor, equipment, taxes and insurance to repaint portions of the exterior of the Mill Amphitheatre located at 106 Temple Street, Villa Rica, GA 30180 as described in the scope below

MAIN SCOPE:

Areas to be painted:

- Standing Seam Metal roofs
- Gutters and downspouts
- Man Doors
- Hand rails
- Wood Fascia
- Metal Medallions

Exclusions:

- Brick
- Wood Soffit and Ceilings
- Light Poles
- Walking surfaces
- Any areas not mentioned in the areas to be painted above

Prep Work:

- Pressure wash areas to be painted
- Prime Metals to be painted
- Prime Standing Seam Metal with Sherwin Williams Pro Industrial Pro-Cryl Primer

Finish Coat:

- Top Coat standing seam metal roofs with Sherwin Williams Water Based Acrolon 100 Polyurethane
- Top Coat Gutters, Downspouts, Man doors, Handrails and Metal Medallions with Sherwin Williams DTM acrylic
- Top Coat Wood Fascia with Sherwin Williams Ext Wood Stain (owner to choose color)

Notes:

- 1.1-This proposal is to paint the Amphitheatre, concession building and bathroom as described in the main scope above
- 1.2-Owner to provide access to power and water for the duration of the project

Invoices and Payment. If the duration of the Project is more than Thirty (30) days, Contractor will issue City of Villa Rica a payment application or invoice at the end of each month. If the duration of the Project is Thirty (30) days or less, Contractor will issue City of Villa Rica a payment application or invoice within a reasonable time after the Completion Date. City of Villa Rica agrees that it will pay each such payment application or invoice within Thirty (30) days of its receipt by City of Villa Rica.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Exterior repaint as described in the scope above	\$17,200.00	\$17,200.00

SIGNATURE X _____ DATE: _____





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Athletic Uniforms (Soccer)

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT:

GL ACCOUNT #: 100-6120-531710

FUNDING SOURCE: Recreation Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase (Soccer)

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms. One bidder responded to the invitation. Attached is a table that summarizes the unit pricing for the single bidder. ***Table 1***

STAFF RECOMMENDATION: Approval of Krown Sports

IMPACT: Allows for the annual purchase of athletic uniforms for the department. This vendor has shown and provided a quality product, one that other vendors have not been able to supply. This year we also made a request to offer smaller sizes to accommodate the smaller kids.

MOTION: I move to approve Krown Sports as the vendor for soccer athletic uniforms.

ITB 22-002 – Soccer Uniform Bids – Unit Pricing				
Vendor	Size	Spring Soccer	Fall Soccer	TOTAL
Krown Sports: Decatur, GA	Youth Price per set:	\$18.50	\$18.50	\$37.00
	Adult Price per set:	\$18.50	\$18.50	\$37.00



INVITATION TO BID – SOCCER UNIFORMS

PROPOSAL NUMBER: ITB 22-002PR | ISSUE DATE: December 9, 2021

The City of Villa Rica Parks, Recreation & Leisure Services Department seeks sealed bids for soccer uniforms. Proposals must be received no later than **Noon on Tuesday, January 11, 2022**. No late proposals will be accepted.

Submit proposals to:

Villa Rica Parks, Recreation & Leisure Services Department
Attn: Administrative Office, Gold Dust Park
Reference Proposal No. ITB 22-002PR
646 Industrial Blvd
Villa Rica, GA 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

1. The ability, capacity and skill of the bidder to perform the contract;
2. The character, integrity, reputation, judgment, experience and efficiency of the contractor; and
3. The quality of performance on previous contracts.

For any questions, please email:

Tara Ivey, Administrative Manager

Email: tivey@villarica.org

No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks, Recreation & Leisure Services Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled "**City of Villa Rica Parks, Recreation & Leisure Services Department - Soccer Uniforms**".
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form.
4. Complete City of Villa Rica vendor information packet, if not currently an approved vendor. Responsive documents are available online in the Finance Section of the Document Center at <http://villarica.org/bids.aspx?categoryid=0&id=20694&catid=567>
5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
6. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
7. List of three (3) references that your company has done at least \$5,000 or more in transactional business with during the past 12 months, including Company name, contact person, address, phone number and e-mail. References must provide the same services as that requested in this bid.

8. Provide samples of all uniform pieces for which you are bidding.
9. The company that is awarded the contract must provide the City of Villa Rica's Parks, Recreation & Leisure Services Department with a size run of all uniform pieces within fourteen (14) calendar days of the contract being awarded.
10. Termination of Contract: The City of Villa Rica may, at any time it deems necessary, may terminate this agreement with thirty (30) calendar days written notice.
11. Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
12. Discounts: Any available discount for prompt payment, government or cooperative purchasing, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: ITB 22-002PR | Soccer Uniforms
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Signature: _____

Date: _____

DESCRIPTION

1.0 **SPRING SOCCER**

- 1.1 Recent Estimates: 356 uniform sets purchased last season
- 1.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) purple with gold sleeve panels and one (1) gold jersey with purple sleeve panels, with the official team name and VR Soccer Association logo on the front and eight inch (8”) number on back
- 1.3 (1) – SHORT – purple with gold trim (no logo or screen printing)
- 1.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) purple

Price per set: Youth: _____ Adult: _____

2.0 **FALL SOCCER**

- 2.1 Recent Estimates: 379 uniforms purchased last season
- 2.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) purple with gold sleeve panels and one (1) gold jersey with purple sleeve panels, with the official team name and VR Soccer Association logo on the front and eight inch (8”) number on back
- 2.3 (1) – SHORT – purple with gold trim (no logo or screen printing)
- 2.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) purple

Price per set: Youth: _____ Adult: _____



OPTIONAL:

For any added information to be considered:

NOTES

- All totals provided are approximate numbers per item to be purchased and cannot be guaranteed.
- Sizes for uniforms are to be provided at time of order.
- Vendor shall comply with shipment date. Mandatory shipment within ten (10) business days or less from the date order is placed. The shipping date is very critical.
- The City anticipates two (2) order placements throughout the calendar year. The estimated order timeframes are February and August, 2020.

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Table 1

ITB 22-002PR - Soccer Uniform Bids - Unit Pricing				
Vendor	Size	Spring Soccer	Fall Soccer	TOTAL
Krown Sports: Decatur, GA	Youth Price per set:	\$18.50	\$18.50	\$37.00
	Adult Price per set:	\$18.50	\$18.50	\$37.00

*



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Athletic Uniforms (Softball, Baseball, Basketball)

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT:

GL ACCOUNT #: 100-6120-531710

FUNDING SOURCE: Recreation Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase (Softball, Baseball, Basketball)

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms. Four bidders responded; two with complete bids and two with partial bids. One bidder provided a cheaper price for softball and softball all-star uniforms, but could not provide the same quality for both. This vendor was not selected for that reason. The selected vendor was recently used for the department's basketball coaches' shirts and provided a quality product, on time delivery and ease of workmanship.

Attached is a table that summarizes the unit pricing for the single bidder. ***Table 2***

STAFF RECOMMENDATION: Approval of The Cedarstream Company

IMPACT: Allows for the annual purchase of athletic uniforms for the department.

MOTION: I move to approve The Cedarstream Company as the vendor for softball, baseball, & basketball athletic uniforms.

ITB 22-001 – Baseball & Soft Uniform Bids – Unit Pricing				
Vendor	Size	Spring Soccer	Fall Soccer	TOTAL
Krown Sports: Decatur, GA	Youth Price per set:	\$18.50	\$18.50	\$37.00
	Adult Price per set:	\$18.50	\$18.50	\$37.00



INVITATION TO BID – ATHLETIC UNIFORMS

PROPOSAL NUMBER: ITB 22-001PR | ISSUE DATE: December 9, 2021

The City of Villa Rica Parks & Recreation Department seeks sealed bids for athletic uniforms. Proposals must be received no later than **Noon on Tuesday, January 11, 2022**
No late proposals will be accepted.

Send proposals to:

Villa Rica Recreation Department
Attn: Administrative Office, Gold Dust Park
Reference Proposal No. ITB 22-001PR
646 Industrial Blvd
Villa Rica, GA 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

- a) The ability, capacity and skill of the bidder to perform the contract.
- b) The character, integrity, reputation, judgment, experience and efficiency of the contractor.
- c) The quality of performance on previous contracts.

For any questions, please email:

Tara Ivey, Administrative Manager

Email: tivey@villarica.org

No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks & Recreation Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled "**City of Villa Rica Parks & Recreation Department Athletic Uniforms**".
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form
4. Complete City of Villa Rica vendor information packet, if not currently a vendor. Responsive documents are available online at <http://villarica.org/businesses/bids-proposals/>
5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
6. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
7. List of 3 references including Company name, contact person, address, phone number and e-mail. All references must have been provided the same service as requested in the bid.
8. Provide us with samples of all uniform pieces bided.
9. The company that is awarded the contract must provide the City of Villa Rica's Parks & Recreation Department with a size run of all uniform pieces within 2 weeks of the contract being awarded.
10. Termination of Contract: The City of Villa Rica may, at any time they deem necessary, terminate this agreements with thirty (30) calendar days written notice.
11. Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
12. Discounts: Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: ITB 22-001PR

City of Villa Rica Parks & Recreation Department Athletic Uniforms

Name of Company submitting proposal: _____

Address of Company: _____

Contact Person: _____

E-mail Address: _____

Phone Number: _____

Cell Phone #: _____

Signature: _____ Date: _____

Description:

- 1.0 **SPRING BASEBALL** (200 uniforms purchased last season)
PANT- ALLESON 605WAP gray or white
JERSEY- ALLESON MLB REPLICA 522MM with 6 inch number on back
HAT- MLB REPLICA
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 2.0 **SPRING SOFTBALL** (100 uniforms purchased last season)
PANT- ALLESON 605WAP gray
JERSEY- ALLESON 551JW with 6 inch number on back
VISOR- VR LOGO
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 3.0 **BASEBALL ALL-STARS** (50 uniforms purchased last season)
PANT- ALLESON 605WAP white
JERSEY- ALLESON 797600 with 2 color name on front and 6 inch number on back
HAT- PACIFIC 404M with 2 color VR logo
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 4.0 **SOFTBALL ALL-STARS** (30 uniforms purchased last season)
PANT- ALLESON 605WAP white
JERSEY- ALLESON 617400 with 2 color name on front and 6 inch number on back
VISOR- with 2 color VR logo
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 5.0 **FOOTBALL** (125 uniforms purchased last season)
JERSEY- CHAMPRO FJ83 JERSEY with 2 color 8 inch numbers on front and back
PANT- MARTIN INTEGRATED PANT
COLORS OF PANTS AND JERSEYS: purple, gold, white, silver, black

Price per set: Youth: _____ Adult: _____

- 6.0 **FALL BASEBALL** (125 uniforms purchased last season)
JERSEY- ALLESON MLB REPLICA 522MM with 6 inch number on back
HAT- MLB REPLICA

Price per set: Youth: _____ Adult: _____

- 7.0 **FALL SOFTBALL** (85 uniforms purchased last season)
JERSEY- ALLESON 551JW with 6 inch number on back
VISOR- VR LOGO

Price per set: Youth: _____ Adult: _____

- 8.0 **BASKETBALL** (325 uniforms purchased last season)
JERSEY-ALLESON 105LA (youth 105LY) REVERSIBLE with 2 color NBA team names,
VR logo above team name on right side. 4 inch number on front and 6 inch on back

Price with #'s & Villa Rica Recreation Logo: Youth_____ Adult_____



*Electronic copy of logo to be provided. Logo color to match the screen printed numbers on uniforms.

9.0 **BASKETBALL ALL-STAR** (100 uniforms purchased last season)
JERSEY- BADGER 8559 (youth 2559) REVERSIBLE with 2 color team name on chest and 4 inch
number on front and 6 inch on back.
SHORT-BADGER 7241

Price per set: Youth: _____ Adult: _____

NOTE: The totals given are approximate numbers per item to be purchased. These totals may be more or less. Sizes for uniforms are to be given at the time of order. Vendor must comply with shipment date. Shipment is required ten (10) working days or less from the date order is placed. The shipping date is very critical.

Uniform purchases will be made seasonally (ex: February, August, November).

REFERENCES

Organization _____

Contact Person _____

Mailing Address _____

City, State Zip _____

Telephone Number (_____) _____

E-mail _____

Organization _____

Contact Person _____

Mailing Address _____

City, State Zip _____

Telephone Number (_____) _____

E-mail _____

Organization _____

Contact Person _____

Mailing Address _____

City, State Zip _____

Telephone Number (_____) _____

E-mail (_____) _____

Table 2

ITB 22-001PR - Athletic Uniform Bids - Softball, Baseball, Basketball - Unit Pricing											
Vendor	Size	Spring Baseball	Spring Softball	Baseball All-Stars	Softball All-Stars	Football	Fall Baseball	Fall Softball	Basketball	Basketball All-Stars	TOTAL
The Cedarstream Company 201 AT&T Drive Cedartown, GA 30125	Youth Price per set:	\$33.50	\$32.50	\$38.50	\$35.50	No Bid	\$17.50	\$13.50	\$22.50	\$11.50	\$205.00
	Adult Price per set:	\$33.50	\$32.50	\$38.50	\$35.50	No Bid	\$17.50	\$13.50	\$22.50	\$11.50	\$205.00
Krown Sports 278 Laredo Drive. Decatur, GA 30030	Youth Price per set:	\$35.00	\$27.00	\$39.00	\$27.00	\$35.00	\$23.00	\$14.00	\$15.00	\$14.00	\$229.00
	Adult Price per set:	\$35.00	\$27.00	\$39.00	\$27.00	\$35.00	\$23.00	\$14.00	\$15.00	\$14.50	\$229.50
Gable Sporting Goods: 6250 Fairburn Rd. Douglasville, GA 30134	Youth Price per set:	\$36.45	\$42.50	\$45.75	\$42.20	\$34.65	\$27.58	\$27.95	\$27.00	\$28.95	\$313.03
	Adult Price per set:	\$38.95	\$43.75	\$48.10	\$43.40	\$38.75	\$28.58	\$27.95	\$28.45	\$29.75	\$327.68
Riddell 7501 Performance Lane North Ridge, OH 44039	Youth Price per set:	No Bid	\$56.25	\$50.85	\$59.68	\$43.45	No Bid	\$34.50	\$30.50	\$31.48	\$306.71
	Adult Price per set:	No Bid	\$61.25	\$52.85	\$59.68	\$47.39	No Bid	\$39.50	\$32.50	\$34.60	\$327.77



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Athletic Uniforms (Football)

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT:

GL ACCOUNT #: 100-6120-531710

FUNDING SOURCE: Recreation Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase (Football)

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms. Four bidders responded; two with complete bids and two with partial bids. The vendor providing the best price for the city for football uniforms has provided them in the past, with a quality product and ease of workmanship.

Attached is a table that summarizes the unit pricing for the single bidder. ***Table 2***

STAFF RECOMMENDATION: Approval of Gables Sporting Goods

IMPACT: Allows for the annual purchase of athletic uniforms for the department (Football)

MOTION: I move to approve Gables Sporting Goods as the vendor for football athletic uniforms

Table 2

ITB 22-001PR - Athletic Uniform Bids - Unit Pricing											
Vendor	Size	Spring Baseball	Spring Softball	Baseball All-Stars	Softball All-Stars	Football	Fall Baseball	Fall Softball	Basketball	Basketball All-Stars	TOTAL
The Cedarstream Company 201 AT&T Drive Cedartown, GA 30125	Youth Price per set:	\$33.50	\$32.50	\$38.50	\$35.50	No Bid	\$17.50	\$13.50	\$22.50	\$11.50	\$205.00
	Adult Price per set:	\$33.50	\$32.50	\$38.50	\$35.50	No Bid	\$17.50	\$13.50	\$22.50	\$11.50	\$205.00
Krown Sports 278 Laredo Drive. Decatur, GA 30030	Youth Price per set:	\$35.00	\$27.00	\$39.00	\$27.00	\$35.00	\$23.00	\$14.00	\$15.00	\$14.00	\$229.00
	Adult Price per set:	\$35.00	\$27.00	\$39.00	\$27.00	\$35.00	\$23.00	\$14.00	\$15.00	\$14.50	\$229.50
Gable Sporting Goods: 6250 Fairburn Rd. Douglasville, GA 30134	Youth Price per set:	\$36.45	\$42.50	\$45.75	\$42.20	\$34.65	\$27.58	\$27.95	\$27.00	\$28.95	\$313.03
	Adult Price per set:	\$38.95	\$43.75	\$48.10	\$43.40	\$38.75	\$28.58	\$27.95	\$28.45	\$29.75	\$327.68
Riddell 7501 Performance Lane North Ridge, OH 44039	Youth Price per set:	No Bid	\$56.25	\$50.85	\$59.68	\$43.45	No Bid	\$34.50	\$30.50	\$31.48	\$306.71
	Adult Price per set:	No Bid	\$61.25	\$52.85	\$59.68	\$47.39	No Bid	\$39.50	\$32.50	\$34.60	\$327.77



INVITATION TO BID – ATHLETIC UNIFORMS

PROPOSAL NUMBER: ITB 22-001PR | ISSUE DATE: December 9, 2021

The City of Villa Rica Parks & Recreation Department seeks sealed bids for athletic uniforms. Proposals must be received no later than **Noon on Tuesday, January 11, 2022**
No late proposals will be accepted.

Send proposals to:

Villa Rica Recreation Department
Attn: Administrative Office, Gold Dust Park
Reference Proposal No. ITB 22-001PR
646 Industrial Blvd
Villa Rica, GA 30180

In determining the lowest responsive and responsible bidder, in addition to price, the following shall also be considered:

- a) The ability, capacity and skill of the bidder to perform the contract.
- b) The character, integrity, reputation, judgment, experience and efficiency of the contractor.
- c) The quality of performance on previous contracts.

For any questions, please email:

Tara Ivey, Administrative Manager

Email: tivey@villarica.org

No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks & Recreation Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled "**City of Villa Rica Parks & Recreation Department Athletic Uniforms**".
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form
4. Complete City of Villa Rica vendor information packet, if not currently a vendor. Responsive documents are available online at <http://villarica.org/businesses/bids-proposals/>
5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
6. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
7. List of 3 references including Company name, contact person, address, phone number and e-mail. All references must have been provided the same service as requested in the bid.
8. Provide us with samples of all uniform pieces bided.
9. The company that is awarded the contract must provide the City of Villa Rica's Parks & Recreation Department with a size run of all uniform pieces within 2 weeks of the contract being awarded.
10. Termination of Contract: The City of Villa Rica may, at any time they deem necessary, terminate this agreements with thirty (30) calendar days written notice.
11. Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
12. Discounts: Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: ITB 22-001PR

City of Villa Rica Parks & Recreation Department Athletic Uniforms

Name of Company submitting proposal: _____

Address of Company: _____

Contact Person: _____

E-mail Address: _____

Phone Number: _____

Cell Phone #: _____

Signature: _____

Date: _____

Description:

- 1.0 **SPRING BASEBALL** (200 uniforms purchased last season)
PANT- ALLESON 605WAP gray or white
JERSEY- ALLESON MLB REPLICA 522MM with 6 inch number on back
HAT- MLB REPLICA
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 2.0 **SPRING SOFTBALL** (100 uniforms purchased last season)
PANT- ALLESON 605WAP gray
JERSEY- ALLESON 551JW with 6 inch number on back
VISOR- VR LOGO
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 3.0 **BASEBALL ALL-STARS** (50 uniforms purchased last season)
PANT- ALLESON 605WAP white
JERSEY- ALLESON 797600 with 2 color name on front and 6 inch number on back
HAT- PACIFIC 404M with 2 color VR logo
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 4.0 **SOFTBALL ALL-STARS** (30 uniforms purchased last season)
PANT- ALLESON 605WAP white
JERSEY- ALLESON 617400 with 2 color name on front and 6 inch number on back
VISOR- with 2 color VR logo
SOCKS- SOLID COLOR

Price per set: Youth: _____ Adult: _____

- 5.0 **FOOTBALL** (125 uniforms purchased last season)
JERSEY- CHAMPRO FJ83 JERSEY with 2 color 8 inch numbers on front and back
PANT- MARTIN INTEGRATED PANT
COLORS OF PANTS AND JERSEYS: purple, gold, white, silver, black

Price per set: Youth: _____ Adult: _____

- 6.0 **FALL BASEBALL** (125 uniforms purchased last season)
JERSEY- ALLESON MLB REPLICA 522MM with 6 inch number on back
HAT- MLB REPLICA

Price per set: Youth: _____ Adult: _____

- 7.0 **FALL SOFTBALL** (85 uniforms purchased last season)
JERSEY- ALLESON 551JW with 6 inch number on back
VISOR- VR LOGO

Price per set: Youth: _____ Adult: _____

- 8.0 **BASKETBALL** (325 uniforms purchased last season)
JERSEY-ALLESON 105LA (youth 105LY) REVERSIBLE with 2 color NBA team names,
VR logo above team name on right side. 4 inch number on front and 6 inch on back

Price with #'s & Villa Rica Recreation Logo: Youth_____ Adult_____



*Electronic copy of logo to be provided. Logo color to match the screen printed numbers on uniforms.

9.0 **BASKETBALL ALL-STAR** (100 uniforms purchased last season)
JERSEY- BADGER 8559 (youth 2559) REVERSIBLE with 2 color team name on chest and 4 inch
number on front and 6 inch on back.
SHORT-BADGER 7241

Price per set: Youth: _____ Adult: _____

NOTE: The totals given are approximate numbers per item to be purchased. These totals may be more or less. Sizes for uniforms are to be given at the time of order. Vendor must comply with shipment date. Shipment is required ten (10) working days or less from the date order is placed. The shipping date is very critical.

Uniform purchases will be made seasonally (ex: February, August, November).

REFERENCES

Organization _____

Contact Person _____

Mailing Address _____

City, State Zip _____

Telephone Number (_____) _____

E-mail _____

Organization _____

Contact Person _____

Mailing Address _____

City, State Zip _____

Telephone Number (_____) _____

E-mail _____

Organization _____

Contact Person _____

Mailing Address _____

City, State Zip _____

Telephone Number (_____) _____

E-mail (_____) _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Engineering Services for the Cowan's Lake Pump Station Improvements identified as Addendum #18 to Water Treatment Plant Improvements Proposal dated March 19, 2018.

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$55,400.00

GL ACCOUNT #: 505-4420-541210

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage Carter & Sloope for engineering services for the design of raising the existing electrical pump control panel, selecting new pumps, modifying the wet well, and oversight for the installation of new pumps at the Lake Cowan raw water pump station.

BACKGROUND: The existing electrical pump control panel is located in a flood zone. In the event of flooding, water can enter the panel causing damage to the electrical controls and pump windings resulting in costly repairs and loss of production.

STAFF RECOMMENDATION Staff recommends engaging Carter & Sloope for engineering services for the Lake Cowan Pump Station improvements in the amount of \$ 55,400.00.

IMPACT. Raising the electrical control panel approximately 8 feet out of the flood zone will prevent water intrusion and potential damage to the controls and pumps eliminating costly repairs and providing greater operational stability. Also, new pump selection will improve the delivery of raw water in a more efficient manner.

MOTION: I move to engage Carter & Sloope for engineering services for the Lake Cowan Pump Station improvements in the amount of \$ 55,400.00.



November 8, 2021

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 18 to Water Treatment Plant Improvements Proposal
C&S File No.: V8150.001

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this **Addendum No. 18** to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers a change in engineering fees associated with the revised project scope as requested by the Client for **providing engineering services for the Cowan's Lake Pump Station Improvements**. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

1. Phase I – Raising Existing Control Panel

Carter & Sloope, Inc. will prepare design documents for the raising the existing control panel at Cowan's Lake Raw Water Pump Station above the flood pool elevation. This is necessary to prevent electrical failure at the pump station during flood events. The final design documents will include detailed construction plans and technical specifications of the following general items:

- a. Engineering design of the aluminum platform and stairs.
- b. Structural engineering design for concrete slab.
- c. Electrical engineering design to relocate the existing control panel.

C&S will then develop a Request for Proposals for to obtain competitive and qualified proposals for the project. We will respond to Requests for Information (RFIs) and issue responses as appropriate. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will review the proposals and prepare a Certified Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer. For the purposes of this Agreement, we are assuming the construction contract period will be 120 calendar days (or 4-months).

C&S will provide up to four (4) visits to the Project site at intervals appropriate to the various stages during construction to observe as an experienced and qualified design professional the progress and quality of Contractor’s executed Work. Such visits and observations by Engineer, and/or his Resident Project Representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor’s Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor’s Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer’s exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

2. Phase II – Submersible Pump Selection

Carter & Sloope, Inc. will prepare technical specifications and develop a Request for Proposals for to obtain competitive and qualified proposals for purchasing new submersible pumps at the Cowan’s Lake Raw Water Pump Station.

We will respond to Requests for Information (RFIs) and issue responses as appropriate. We will also consult with the Client and participate in all decisions as to the acceptability of substitute manufacturers and equipment proposed by prospective bidders for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will review the proposals and prepare a Certified Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

3. Phase III – Pump Installation

Carter & Sloope, Inc. will prepare design documents for installing new submersible pumps. To upsize the submersible pumps, the existing wet well top and hatch will have to be replaced. Additionally, the existing control panel and associated electrical will need to be upsized. The final design documents will include detailed construction plans and technical specifications of the following general items:

- d. Engineering design of the pump station improvements.
- e. Electrical engineering design for upsizing the existing control panel and associated electrical.

C&S will then develop a Request for Proposals for to obtain competitive and qualified proposals for the project. We will respond to Requests for Information (RFIs) and issue responses as appropriate. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals

and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will review the proposals and prepare a Certified Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer. For the purposes of this Agreement, we are assuming the construction contract period will be 90 calendar days (or 3-months).

C&S will provide up to three (3) visits to the Project site at intervals appropriate to the various stages during construction to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his Resident Project Representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Raising Existing Control Panel	Total Lump Sum <u>\$20,700</u>
2	Submersible Pump Selection	Total Lump Sum <u>\$7,000</u>
3	Pump Installation	Total Lump Sum <u>\$27,700</u>
		<i>Total of Items 1 - 3 Inclusive: <u>\$55,400</u></i>

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its requirements including, but not limited to, changes in size, complexity, Client's schedule; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this amendment or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, or other Documents as a result of such review processes.
- e. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- g. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- h. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause, or (4) acceleration of the progress schedule involving services beyond normal working hours.
- i. Geotechnical engineering. The Client should contract directly with a geotechnical engineer for geotechnical consulting services.
- j. Archeological and Historical Preservation consulting;
- k. Delineating wetlands or flood plain determinations.
- l. U.S. Army Corps of Engineering Permitting;
- m. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- n. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- o. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- p. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal III	\$225.00/Hour
Principal II	\$200.00/Hour
Principal I	\$185.00/Hour
Senior Professional Engineer II	\$175.00/Hour

Senior Professional Engineer I	\$160.00/Hour
Project Engineer VI	\$150.00/Hour
Project Engineer V	\$140.00/Hour
Project Engineer IV	\$130.00/Hour
Project Engineer III	\$120.00/Hour
Project Engineer II	\$110.00/Hour
Project Engineer I	\$100.00/Hour
Staff Engineer	\$90.00/Hour
Project Manager V	\$165.00/Hour
Project Manager IV	\$155.00/Hour
Project Manager III	\$145.00/Hour
Project Manager II	\$135.00/Hour
Project Manager I	\$125.00/Hour
Funding Specialist	\$135.00/Hour
Design Technician III	\$95.00/Hour
Design Technician II	\$85.00/Hour
Design Technician I	\$75.00/Hour
CADD Drafter	\$55.00/Hour
Construction Observer III	\$100.00/Hour
Construction Observer II	\$90.00/Hour
Construction Observer I	\$70.00/Hour
Administrative Staff III	\$75.00/Hour
Administrative Staff II	\$65.00/Hour
Administrative Staff I	\$55.00/Hour
Registered Land Surveyor	\$100.00/Hour
2-Person Survey Team	\$160.00/Hour
GIS Technician	\$75.00/Hour
Sub-Consultants (if required)	Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged at 1.15 times direct cost. Mileage for Additional Services will be invoiced at \$0.57 per mile.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

November 8, 2021

Sincerely,



Alex S. Wiseman, P.E.

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause:* Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - B. *For Convenience:* Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. **Changes.** The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
 5. **Personnel:** The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 6. **Reports and Information.** The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
16. **Insurance.** Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

17. **Indemnification.**
- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
18. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation

as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

19. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Completing the BEAM data request from Georgia EPD on the City's Water Supply, identified as Addendum #19 to Water Treatment Plant Improvements Proposal dated March 19, 2018.

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$3,000.00

GL ACCOUNT #: 505-4115-521200

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage Carter & Sloope for engineering services to assist in completing the data request from the Georgia Environmental Protection Division (EPD) for the Basin Environmental Assessment Model (BEAM).

BACKGROUND: EPD is working to provide assessments at all locations of surface water withdrawals, discharges of treated wastewater, multi-purpose and water supply reservoirs, and a larger number of stream flow gauges throughout the State.

STAFF RECOMMENDATION Staff recommends engaging Carter & Sloope for engineering services to assist in completing the data request from the Georgia Environmental Protection Division (EPD) for the Basin Environmental Assessment Model (BEAM) in the amount of \$3,000.00.

IMPACT. Once fully developed, BEAM will enable resource assessment for basin-wide planning activities as well as for individual permit applications.

MOTION: I move to engage Carter & Sloope for engineering services to assist in completing the data request from the Georgia Environmental Protection Division (EPD) for the Basin Environmental Assessment Model (BEAM) in the amount of \$3,000.00.



Richard E. Dunn, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

July 14, 2021

City of Villa Rica
Mr. Pete Zorbanos, Public Works Director
571 West Bankhead Hwy
Villa Rica, GA 30180-1726
Permit #: 022-1302-04

Dear Mr. Zorbanos:

I am writing you to request your assistance in supporting an important effort underway by the Georgia Environmental Protection Division (EPD) and its contractor, Hazen & Sawyer, in support of the Regional Water Planning Councils. Every 5 years, the Regional Water Planning Councils review technical information regarding forecasts for water and wastewater demands, as well as assessments of surface water availability and quality and groundwater availability. That technical information informs the Regional Water Planning Councils selection of the management practices and recommendations that underlie the Regional Water Plans.

To support the assessment of surface water availability, EPD is directing the development of Basin Environmental Assessment Models (BEAM) and we are now starting the BEAM development in almost all river basins in Georgia. During previous assessments, surface water availability was assessed on a large scale, at a total of 76 "planning nodes" throughout the state. With the BEAM development, we are working to provide assessments at all locations of surface water withdrawals, discharges of treated wastewater, multi-purpose and water supply reservoirs, and a larger number of flow gages.

Because your organization operates a reservoir in one of the Georgia river basins, we have sent you the attached request in order to gather better information to inform the BEAM development. To date, we have either received partial information or not received a response from you.

Allow me to highlight some of the most critical information we seek from you. In order for us to be able to simulate your water supply reservoir's operation, we ask for the reservoir's **storage-surface area-elevation (SAE) curve**. This is the curved used by you to determine how full your reservoir is given a certain observed elevation. To help us fully understand the capacity and limitation of your reservoir, its **normal pool elevation, normal pool storage, and storage capacity at full pool** (or **total usable storage**) will also be very informative.



Richard E. Dunn, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

For the purpose of developing unimpaired inflow to your water supply reservoirs, we would like to obtain your reservoir's **historical elevation (or storage, or percentage of usable storage) data**, especially during drought times when your reservoir experienced drawdowns. **Historical release time series data** will also be helpful in this respect.

Thank you in advance for your response to this request. The information you provide is a critical piece to this important effort. If you have any questions, please do not hesitate to contact me at (470) 251-4897 or wei.zeng@dnr.ga.gov.

Sincerely,

Wei Zeng

Wei Zeng, Ph.D., Professional Hydrologist
Water Supply Program Manager



Richard E. Dunn, Director

EPD Director's Office

2 Martin Luther King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-656-4713

Reservoir data requirements for inclusion in the Basin Environmental Assessment Models (BEAM)

For purposes of model development, we require several forms of data on your reservoir(s). Some types of data are essential, other types are not essential but very important for realistic modeling of water storage and availability, and still other types are beneficial but not essential for realistic modeling. We have listed these data types on the next page. Please provide what you can, in Excel or other electronic form if possible and in scanned form if necessary. In so doing, please coordinate with and provide data products to the following contacts:

- Primary: Keyaira Littles, River To Tap, Inc. (Keyaira.littles@r2tinc.com, 770-569-7038 ex. 155)
- CC: Meron Wolde-Tensae, Hazen and Sawyer (mwoldetensae@hazenandsawyer.com)

Thank you for your assistance.

John Clayton, Hazen and Sawyer
Project Manager

Development of Oconee/Ocmulgee/Altamaha Basin Environmental Assessment Models (BEAMs) for Georgia EPD

Reservoir data requirements for inclusion in the Basin Environmental Assessment Models (BEAM)

Required data for modeling feasibility

- Reservoir names (common names and alternate names if applicable)
- Storage/Area/Elevation tables (USGS Data available for all reservoirs online)
- Minimum discharge requirements
- Maximum and minimum storages or elevations
- Name(s) of stream(s) impounded
- Name(s) of stream source(s) for pumped storage, if applicable
- Name(s) of receiving stream(s)
- Stick diagram or description of how reservoirs are interconnected, if applicable
- Historical time series of natural (non-pumped) inflow data (please notify us if not available, so we can discuss data needs to create them)

Very important data for realistic modeling

- Historical Elevation versus time
- Historical discharge versus time
- Historical withdrawal versus time, if applicable
- Historical pumped storage inflow or returns (e.g. treated wastewater returns) versus time, if applicable
- Description of operations: narrative form such as an operations manual is sufficient. Info such as full and dead pool elevation, operation zones, rules and permits for deciding discharges/withdrawals/pumped storage/returns, etc. will be sought from this info.
- Reservoir watershed area, if available

Data that are helpful but not absolutely necessary for realistic modeling

- Historical Evaporation depth (inches/day or inches/month) time series
- Spillway Capacity Table (ft vs cfs)
- Leakage (elev vs flow; if leakage is substantial, we need the information)
- Controlled Outlet: Outlet intake elevation (feet) and rating/physical limitations



November 8, 2021

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 19 to Water Treatment Plant Improvements Proposal
C&S File No.: V8150.020

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this **Addendum No. 19** to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers a change in engineering fees associated with the revised project scope as requested by the Client for **completing the BEAM data request from Georgia EPD on the City's water supply reservoirs**. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Carter & Sloope, Inc. will review the Client's existing water supply reservoir information and submit the information request as required by the Georgia Environmental Protection Division (EPD) for their Basin Environmental Assessment Model (BEAM).

Specifically, C&S will supply EPD with the following information:

- Reservoir names
- Storage/Area/Elevation tables
- Minimum discharge requirements
- Maximum and minimum storages or elevations
- Names of streams impounded
- Names of stream sources for pumped storage
- Names of receiving streams
- Stick diagram or description of how reservoirs are interconnected
- Historical time series of natural (non-pumped) inflow data, if available
- Historical withdrawal versus time, if available
- Description of operations
- Reservoir watershed areas
- Spillway capacity

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	2021 BEAM Data Request	Hourly, not-to-exceed \$ <u>3,000</u>

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project or its requirements including, but not limited to, changes in size, complexity, or Client's schedule; and revising previously accepted reports, applications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- e. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- f. Providing topographic surveys or construction surveys and/or staking and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- g. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal III	\$225.00/Hour
Principal II	\$200.00/Hour
Principal I	\$185.00/Hour
Senior Professional Engineer II	\$175.00/Hour

Senior Professional Engineer I	\$160.00/Hour
Project Engineer VI	\$150.00/Hour
Project Engineer V	\$140.00/Hour
Project Engineer IV	\$130.00/Hour
Project Engineer III	\$120.00/Hour
Project Engineer II	\$110.00/Hour
Project Engineer I	\$100.00/Hour
Staff Engineer	\$90.00/Hour
Project Manager V	\$165.00/Hour
Project Manager IV	\$155.00/Hour
Project Manager III	\$145.00/Hour
Project Manager II	\$135.00/Hour
Project Manager I	\$125.00/Hour
Funding Specialist	\$135.00/Hour
Design Technician III	\$95.00/Hour
Design Technician II	\$85.00/Hour
Design Technician I	\$75.00/Hour
CADD Drafter	\$55.00/Hour
Construction Observer III	\$100.00/Hour
Construction Observer II	\$90.00/Hour
Construction Observer I	\$70.00/Hour
Administrative Staff III	\$75.00/Hour
Administrative Staff II	\$65.00/Hour
Administrative Staff I	\$55.00/Hour
Registered Land Surveyor	\$100.00/Hour
2-Person Survey Team	\$160.00/Hour
GIS Technician	\$75.00/Hour
Sub-Consultants (if required)	Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged at 1.15 times direct cost. Mileage for Additional Services will be invoiced at \$0.57 per mile.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

November 8, 2021

Sincerely,



Alex S. Wiseman, P.E.

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. Termination: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause*: Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - B. *For Convenience*: Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. Changes. The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
 5. Personnel: The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 6. Reports and Information. The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
16. **Insurance.** Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

17. **Indemnification.**
- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
18. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation

as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

19. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Engineering Services for Installing a Flow Control Valve and Flow Meter at the Water Plant, identified as Addendum #20 to Water Treatment Plant Improvements Proposal dated March 19, 2018.

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$22,900.00

GL ACCOUNT #: 505-4420-541400

FUNDING SOURCE: Water and Sewer

BUDGETED ITEM? Yes

PURPOSE: To engage Carter & Sloope to provide design documents for installing a modulating flow control valve and flow meter at the Water Plant.

BACKGROUND: Currently, finished water from Carroll County is withdrawn and supplements the Water Plant clear well flow. Operators cannot adequately determine this flow in real time, nor can they adjust the amount of flow entering the clear well.

STAFF RECOMMENDATION Staff recommends engaging Carter & Sloope to provide design documents for installing a modulating flow control valve and flow meter at the Water Plant in the amount of \$ 22,900.00.

IMPACT. A modulating flow control valve, and SCADA monitored flow meter will provide the operators the ability to remotely and precisely control the flow entering the clear well, enhancing operations.

MOTION: I move to engage Carter & Sloope to provide design documents for installing a modulating flow control valve and flow meter at the Water Plant in the amount of \$22,900.00.



November 8, 2021

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 20 to Water Treatment Plant Improvements Proposal
C&S File No.: V8150.001

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this **Addendum No. 20** to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers a change in engineering fees associated with the revised project scope as requested by the Client for **providing engineering services for installing a flow control valve and flow meter**. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

1. Engineering Design

Carter & Sloope, Inc. will prepare design documents for installing a modulating flow control valve and flow meter in an existing vault for the Carroll County supply main. The final design documents will include detailed construction plans and technical specifications of the following general items:

- a. Engineering design of the valve(s) and meter installation.
- b. Electrical engineering design including power, instrumentation and control, and SCADA integration.

Carter & Sloope will provide the Client with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for final design. Carter & Sloope, Inc. will also provide the Client with final design documents in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

2. RFP Preparation

Since anticipated construction costs are less than \$100,000, C&S will develop a Request for Proposals for to obtain competitive and qualified proposals for the project; standard public bidding assistance is excluded from this scope of work. We will respond to Requests for Information (RFIs) and issue responses as appropriate. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors,

suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents.

C&S will review the proposals and prepare a Certified Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

3. Construction Assistance

Management of construction efforts (i.e. “construction management” services) are specifically excluded from our Scope of Work; however, C&S will provide professional services in the general administration of the construction contract and act as the Client’s representative during construction to the extent and limitations of the duties, responsibilities and authority of the Engineer. For the purposes of this Agreement, we are assuming the construction contract period will be 90 calendar days (or 3-months).

C&S will provide up to three (3) visits to the Project site at intervals appropriate to the various stages during construction to observe as an experienced and qualified design professional the progress and quality of Contractor’s executed Work. Such visits and observations by Engineer, and/or his Resident Project Representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor’s Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor’s Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer’s exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep the Client informed of the progress of the Work.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Engineering Design	Total Lump Sum <u>\$13,000</u>
2	RFP Preparation	Hourly, not-to-exceed <u>\$3,900</u>
3	Construction Assistance	Hourly, not-to-exceed <u>\$6,000</u>
		<i>Total of Items 1 - 3 Inclusive: <u>\$22,900</u></i>

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its requirements including, but not limited to, changes in size, complexity, Client's schedule; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this amendment or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, or other Documents as a result of such review processes.
- e. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- g. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- h. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause, or (4) acceleration of the progress schedule involving services beyond normal working hours.
- i. Geotechnical engineering. The Client should contract directly with a geotechnical engineer for geotechnical consulting services.
- j. Archeological and Historical Preservation consulting;
- k. Delineating wetlands or flood plain determinations.
- l. U.S. Army Corps of Engineering Permitting;
- m. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- n. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- o. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- p. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal III	\$225.00/Hour
Principal II	\$200.00/Hour
Principal I	\$185.00/Hour
Senior Professional Engineer II	\$175.00/Hour
Senior Professional Engineer I	\$160.00/Hour
Project Engineer VI	\$150.00/Hour
Project Engineer V	\$140.00/Hour
Project Engineer IV	\$130.00/Hour
Project Engineer III	\$120.00/Hour
Project Engineer II	\$110.00/Hour
Project Engineer I	\$100.00/Hour
Staff Engineer	\$90.00/Hour
Project Manager V	\$165.00/Hour
Project Manager IV	\$155.00/Hour
Project Manager III	\$145.00/Hour
Project Manager II	\$135.00/Hour
Project Manager I	\$125.00/Hour
Funding Specialist	\$135.00/Hour
Design Technician III	\$95.00/Hour
Design Technician II	\$85.00/Hour
Design Technician I	\$75.00/Hour
CADD Drafter	\$55.00/Hour
Construction Observer III	\$100.00/Hour
Construction Observer II	\$90.00/Hour
Construction Observer I	\$70.00/Hour
Administrative Staff III	\$75.00/Hour
Administrative Staff II	\$65.00/Hour
Administrative Staff I	\$55.00/Hour
Registered Land Surveyor	\$100.00/Hour
2-Person Survey Team	\$160.00/Hour
GIS Technician	\$75.00/Hour
Sub-Consultants (if required)	Actual Cost X 1.15

Carter & Sloope reserves the right to adjust the Hourly Fee Schedule annually beginning July 1, 2022 and we will provide the Client with an updated schedule prior to any hourly rates increases. **Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.**

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged at 1.15 times direct cost. Mileage for Additional Services will be invoiced at \$0.57 per mile.

November 8, 2021

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Alex S. Wiseman, P.E.

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Method and Terms of Payment: Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. *Collection Costs:* If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. *Set-offs, Backcharges, Discounts:* Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. *Disputed Invoices:* If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. *Legislative Action:* If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. Suspension: The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. ***For Cause:*** Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
 1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
 - B. ***For Convenience:*** Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. **Changes.** The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
 5. **Personnel:** The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
 6. **Reports and Information.** The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
16. **Insurance.** Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

17. **Indemnification.**
- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
18. **Dispute Resolution.** Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation

as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

19. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Hickory Level Road Water Main Upgrade, identified as Addendum #21 to Water Treatment Plant Improvements Proposal dated March 19, 2018.

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: Pete Zorbanos

AMOUNT: \$48,500.00

GL ACCOUNT #: 505-4115-541400

FUNDING SOURCE: Water and Sewer

BUDGETED ITEM? Yes

PURPOSE: To engage Carter & Sloope for engineering services to replace approximately 2,750 feet of 6 inch water main with a 12 inch water main along Hickory Level Road, across Highway 61, and to the Hickory Level ground storage tank.

BACKGROUND: Currently, there is a 12 inch water line from the intersection of Van Wert Road and Hickory Level Road. The 12 inch water main continues from this point, going east along Hickory Level Road to Ridgeside Drive, where it reduces to a 6 inch water main which continues to the Hickory Level Road tank.

STAFF RECOMMENDATION Staff recommends engaging Carter & Sloope for engineering services for the Hickory Level Road water main upgrade in the amount of \$48,500.00.

IMPACT. The upgrade will provide for a continuous 12 inch water main along Hickory Level Road from the Hickory Level tank to the Van Wert intersection. This will provide for increased water capacity, flow and pressure in this area and provide for potential growth in this corridor.

MOTION: I move to engage Carter & Sloope for engineering services for the Hickory Level Road water main upgrade in the amount of \$48,500.00.



January 3, 2022

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 21 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Hickory Level Road Water Main Upgrade

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 21 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers additional engineering design, permitting, bidding assistance, and construction phase services including general contract administration and periodic onsite construction observation services for work described as Hickory Level Road Water Main Upgrade. More specifically, the proposed 6" to 12" water main upgrade is along Hickory Level Road from the end of the existing 12" main approximately 2,750 LF across Hwy 61 to the Hickory Level ground storage tank. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Phase I: Project Administration & Coordination

C&S will meet with personnel from the *City of Villa Rica* to review the scope of the project, develop a project schedule, and confirm deliverables. We will also gather available information about the project routes and existing features including coordination with the existing utility companies. This preliminary work will also include a site visit to verify existing conditions and fully gain an understanding of the project requirements. During this preliminary phase, C&S will evaluate the permitting requirements based on experience with similar projects and discuss how the necessary permits impact the project timeline with the City.

Phase II: Field Surveying/Utility Locates

C&S will utilize a survey crew to provide a field run, topographic survey of the project route. The survey will include all existing features including roadway, drainage, utilities, right-of-way, and any other pertinent topography required for the plans.

Prior to field survey, C&S will call in all utility locates so they can be accurately surveyed and represented with the rest of the existing features and will conduct thorough research to obtain all available utility documents for the project area. Existing road right-of-ways will also be researched and confirmed by the registered surveyor. It is assumed that the water line will be installed within existing rights-of-way. If any easements are required, this work will be considered additional.

Phase III: Engineering Design

C&S understands that detailed engineering, construction drawings are required to complete this project. Using data gathered during Phase I and II, C&S shall prepare detailed construction drawings for the water line. The construction drawings will include a cover sheet, general layout map, construction plans, and standard details. Construction plans will be generated using AutoCAD Version 2022.

As work progresses, C&S will submit to the City for review and approval 60% and 100% construction drawings. The drawings will show the proposed location of the new water mains and connections to existing or proposed services. In addition, C&S will submit engineering estimates of probable cost with a summary of bid items and address any construction concerns or other key issues with the City.

Phase IV: Permitting and Approvals

Based on experience with similar projects, C&S understands there will be multiple permits and approvals required by state agencies for this project. The proposed improvements will not disturb more than one acre, so a Land Disturbance Permit or NPDES General Permit GAR100002 will not be required. However, best management practices will be incorporated into the plans and specifications.

It is understood that permits will be required for GDOT and EPD. These permits will be submitted as soon as possible in order to obtain the approval before construction begins. All comments and revisions shall be incorporated into the final construction plans and specifications. Any application fees will be paid by the City.

Based on the current information, it is not expected that a United States Army Corps of Engineers (USACOE) permit and/or a Stream Buffer Variance permit from the GA EPD would be required for this project.

Phase V: Bidding

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include two (2) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

C&S will maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process nominal fees or charges from bidders to compensate the Engineer for costs associated with printing, reproduction and shipping the Bidding Documents to bidders. We will

respond to Requests for Information (RFIs) and issue Addenda as appropriate to clarify, correct, or change the Bidding Documents. We will also consult with the Client and participate in all decisions as to the acceptability of substitute materials, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the project as to which such acceptability is required by the Bidding Documents. Because of the project complexity, we anticipate hosting a pre-bid conference at City Hall to allow Bidders an opportunity to see the project site before bidding.

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

C&S will prepare the Notice of Award and Contract Documents and forward them to the selected Contractor for execution. We will receive the executed contracts, bonds and insurance documents from the contractor and forward them to the Client for their review and approval.

Phase VI: Construction Phase Services

1.1 Construction Administration

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFIs) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client

that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- d. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor. We have assumed twelve (12) meetings – one per month as the basis for estimating of fees.
- i. *Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of

Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- j. Record Drawings:* C&S will prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this

Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.

- n. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

1.2 On-site Construction Observation:

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Client and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Client informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site, shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or

safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.

- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Client and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Engineering Design & Permitting	Lump Sum \$ <u>30,000</u>
2	Bidding	Lump Sum \$ <u>3,500</u>
3	Contract Admin/Construction Review	Lump Sum \$ <u>15,500</u>

Total Estimated Fee, Task 1-3 = \$48,500

Additional Services

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Client and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- g. Providing Construction Phase services beyond the construction Contract Times.
- h. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.

- i. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- k. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
- n. Archeological and Historical Preservation consulting;
- o. Delineating wetlands or flood plain determinations.
- p. U.S. Army Corps of Engineering Permitting;
- q. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- r. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- s. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits; work related to obtaining a NONSI.
- t. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- u. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
- v. All permit fees

Hourly Fee Schedule

The hourly fee schedule is reflected in the original proposal letter dated March 19, 2018.

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees on/or hourly; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

January 3, 2022

Sincerely,



Matt Smith, P.E.

cc: File

Client Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Carter & Sloope, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. **Method and Terms of Payment:** Invoices will be submitted by Carter & Sloope, Inc. ("Carter & Sloope", "C&S", or "Engineer") monthly in proportion to services performed and are due upon receipt. Any amounts not paid by the Client within thirty (30) days of the date of such invoices shall be considered past due and shall accrue interest at a rate of one-and-one-half percent (1.5%) per month or the maximum allowed by law, whichever is less, of the past due amount per month until such time as such amounts are paid in full. Payment thereafter shall first be applied to accrued interest and then the unpaid principal. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and the Engineer shall have the right, upon seven (7) days written notice, to suspend performance of all or part of the Services in accordance with Paragraph 2 "Suspension" until 1.) all past due amounts are paid, and 2.) satisfactory assurance of prompt future payment is received by the Engineer. The above right is in addition to all other rights and remedies Engineer may have at law or in equity including termination of this Agreement by the Engineer for cause in accordance with Paragraph 3 "Termination" herein.
 - A. ***Collection Costs:*** If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.
 - B. ***Set-offs, Backcharges, Discounts:*** Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Engineer. Payment to the Engineer for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
 - C. ***Disputed Invoices:*** If the Client objects to any portion of an invoice, the Client shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Engineer's favor and shall be calculated on the unpaid balance from the date of the invoice.
 - D. ***Legislative Action:*** If after the Effective Date of this Agreement, any governmental entity takes legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees and charges in addition to the compensation agreed to herein.
2. **Suspension:** The Client may suspend all or part of the Project for up to ninety (90) days upon seven (7) days written notice to the Engineer. The Engineer may, after giving seven (7) days written notice to the Client, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of the Engineer. In the event the Project is suspended for period(s) totaling more than ninety (90) days, Client agrees to pay reasonable costs incurred by the Engineer in: 1.) preserving and documenting services performed or in progress, and 2.) demobilizing and remobilizing services. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Suspended projects may change in many ways due to the passage of time, changes in the size or environment, regulatory modifications, or other issues outside of Engineer's control. Engineer is not and shall not be responsible for any such changes, except to the responsibility or otherwise becomes aware of such issues and the Engineer may rely on information received from the Client or others regarding such issues. Upon payment in full by the Client, the Engineer shall resume services under this Agreement; however, a reassessment of the project scope, fee, and project schedule may be performed by the Engineer as an Additional Service. Upon the conclusion of the project reassessment, the time schedule and Engineer's compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the Engineer to resume performance.

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

The obligation to provide further services under this Agreement may be terminated as follows:

- A. *For Cause:* Either party may terminate the Agreement for cause upon giving the other party not less than thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party.
1. Assignment of this Agreement or transfer of the Project by either party to any other entity without prior written consent of the other party; or
 2. If, through any cause, the Engineer shall fail to fulfill in timely and proper manner any material obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall thereupon give written notice to the Engineer of such failure, violation or breach. If Engineer has not or cannot remedy such failure, violation or breach within thirty (30) days of the giving of such notice by the Client, the Client shall thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Engineer under this Agreement shall, at the option of the Client subject to the requirements in Paragraph 11 herein, become its property and the Engineer shall be paid within fifteen (15) calendar days of termination for all services rendered and all reimbursable expenses incurred by the Engineer up to date of termination. Engineer shall have no liability to Client on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as licensed professional; or
 5. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
- B. *For Convenience:* Either party shall have the right to terminate this Agreement at any time for convenience and without cause upon thirty (30) days written notice.
4. **Changes.** The Engineer's commitment as set forth in this Agreement is based on the expectation that all of the services described in this Agreement will be provided. The Client may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Client elects to reduce the Engineer's Scope of Services, the Client hereby agrees to release, hold harmless, defend and indemnify the Engineer from any and all claims, damages, losses or costs associated with or arising out of such reduction in services. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Client and the Engineer, shall be incorporated in written amendments to this Contract.
5. **Personnel:** The Engineer represents that he has, or will secure at his own expense, the personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. All of the services required hereunder will be performed by the Engineer or his sub-consultants under his supervision and personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local Law to perform such services.
6. **Reports and Information.** The Engineer, at such times and in such forms as the Client may require, shall furnish the Client such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Certifications. As used herein and throughout this Agreement, the words “certify” and/or “certification” shall mean an expression of the Engineering Consultant’s professional opinion to the best of its information, knowledge and belief, and therefore does not constitute a warranty or guarantee by the Engineer.
8. Records and Audits. The Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement. These records will be made available for audit purposes to the Client or any authorized representative, and will be retained for three years after, the expiration of this Contract unless permission to destroy them is granted by the Client.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the Client unless required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration.
10. Standard of Care, Disclaimer of Warranties. Engineer will strive to perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.
11. Ownership of Documents & Copyright. All documents, including electronic files, prepared or furnished by Engineer are instruments of service, and Engineer retains all common law, statutory and other reserved rights, ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. The Client may make and retain copies of them for information and reference in connection with the use of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used by others unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation, or arbitration. The Client agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Client may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: 1.) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client’s sole risk and without liability to engineer, and 2.) Client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files. Electronic communications and CADD data transferred by Email, websites or computer disks (collectively “E-Data”) are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverable. Client agrees to indemnify and hold harmless Engineer from and against Client, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
12. Third-Party Beneficiaries and Reliance Upon Documents. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against either the Client or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client’s benefit and use. No party may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. Client agrees not to distribute, publish or otherwise disseminate Engineer’s Documents, without first obtaining Engineer’s prior written consent. No third-party may rely upon Engineer’s documents or the performance or non-performance of services unless Engineer has agreed to such reliance in advance and in writing. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to carry out the intent of this provision.
13. Compliance with Local Laws. The Engineer shall exercise usual and customary professional care in its effort to comply with applicable laws, codes and regulations as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
14. Public Responsibility. Both the Client and the Engineer owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of the Engineer that, in the Engineer’s reasonable opinion, would be contrary to the Engineer’s professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees that the Engineer has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or

service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:

- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

Client agrees to require all third parties engaged by or through Client in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this provision directly with all Project related third parties.

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.

22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant Influent Station Bar Screen Structure

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: John Bain

AMOUNT: \$ 230,000.00

GL ACCOUNT #: 505-4330-541400

FUNDING SOURCE: GEFA Loan #2

BUDGETED ITEM? Yes

PURPOSE: To engage with Huber Technology Wastewater Solutions for the purchase of a front-rake bar screen structure for use at the West Plant influent pump station, at a cost of \$ 230,000.00.

BACKGROUND: The influent pump station pumps just over 1.0 million gallons of untreated wastewater per day to the west plant. This station covers generally all areas west of Mirror Lake Boulevard. The wastewater currently enters the station unscreened, causing large and small debris to enter the station, clogging pumps and causing damage to downstream equipment. This can cause station flooding and potential overflows until the station is repaired. The primary purpose of the screening structure is to protect pumps and equipment, and reducing the risk of flooding and overflows.

STAFF RECOMMENDATION: There are two types of screening structures available, front-rake with rear return, and rear-rake with front return. As there are limited manufactures for each type, staff has requested bids on each type, to include initial purchase price and life cycle costs. In comparing the two types of screens, the more efficient and less likely to fail, with a longer life (30 – 35 years), is the front-rake, rear return screen.

	Life Cycle Costs	
	Huber Technology	JWC
Initial Cost	\$ 230,000	\$ 107,300
Years 1 – 25 Repair/Replace	\$ 46,050	\$ 210,925

25-Year Total	\$ 276,050	\$ 318,225
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IMPACT: The purchase of the screening structure will allow for manufacturing and delivery (6 months), while staff prepares and issues a request for pricing for construction of screen structure and installation. The installation will protect pumps, equipment, and downstream rotary screens at the West Plant.

MOTION: I move we engage with Huber Technology Wastewater Solutions for the purchase of the front-rake, rear return bar screen, at a cost of \$ 230,000



January 11, 2022

Memo

To: City of Villa Rica
From: Simonton Engineering, LLC
Re: West Plant Screen Selection

The influent pumping station located approximately 1800 linear feet east of the City's West Wastewater Plant generally accepts all of the wastewater generated west of Mirror Lake Blvd. The pump station pumps an average of just over 1.0 million gallons per day from three influent lines plus a large force main. The wastewater enters the pump station wetwell unscreened and brings with it large solids such as pieces of lumber, towels, bed sheets and other materials that will either damage or clog the pumps causing the pumps to fail. Once this happens the pump station floods causing further damage to the station and possible overflow of wastewater. Some action is required to avoid this continued system interruption. Placement of a screening device to remove the damaging materials is the normal procedure.

Wastewater treatment plant screening devices have evolved over the years but are normally designed to collect solids such as paper, small rags, plastics and other small solids that are normally contained in the waste stream. The purpose of the screen is to remove the solids that will slow or inhibit the biological treatment process. The typical screen along with the compactor collects the solids, compresses the material to squeeze out the excess water then dumps into a waste container. These screens are not designed to collect and dispose of large debris such as chunks of concrete, pieces of lumber, logs, bed sheets and large towels. Our experience with the conventional wastewater screen in similar application to the West plant installation has a life of 20 years before failure.

The primary purpose of the West Plant Influent Screen is protection of the pumps and their operation. In many cases it is very difficult to image how some of the large solid objects get into the wastewater influent, but history has taught us it happens. Removal of these large objects to avoid equipment failure or damage to the influent pumps is the purpose of this installation. Screens that accomplish this task are specifically designed with large openings to allow the small solids, that will not affect pump operation, to pass, but catch the damaging material. There are two types of screens available to accomplish this task.

- Front rake with rear return and
- Rear rake with a front return.

In comparing the two pieces of equipment the more efficient of the two and less likely to fail, with a longer life (30 to 35 yrs.), is the front rake, rear return equipment. This is the preferred equipment for this project, but unfortunately there are not many manufacturers of this equipment. For this reason, we included both types of screens in the solicitation for the equipment. We also included as part of the solicitation, a requirement to supply

life cycle cost of the equipment. This along with our experience with this type of installation allows us to provide a long term evaluation of the equipment proposals. Attached for review is our 25 year cost analysis showing that the Huber front rake screen has a lower annual cost than the JWC rear rake screen. If we extend this cost analysis out to the projected life of the Huber front rake screen (30 to 35 yrs.) the advantage of the Huber screen grows. For this reason, we recommend selection of the Huber front rake screen.

Life Cycle Cost		
	Huber	JWC
Intial Cost	\$ 230,000.00	\$ 107,300.00
Year 1 thru 12 Repair/Replace	\$ 22,104.00	\$ 49,740.00
Year 12 thru 20	\$ 14,736.00	\$ 33,160.00
Year 20 Repl. (2022 price)	0	\$ 107,300.00
Year 20 thru 25	\$ 9,210.00	\$ 20,725.00
Year 25 total	\$ 276,050.00	\$ 318,225.00
Cost per yr	\$ 11,042.00	\$ 12,729.00
Many Huber units are still in operation longer than 30 years		

**West Plant Influent Bar Screen
for
City of Villa Rica
SE Project No. 2021-136**

				JWC Environmental	Huber Technology Waste Water Solutions
Item		Description		TOTAL	TOTAL
1		Mechanically Cleaned Rake Screen		\$ 107,300.00	\$ 230,000.00
2		Life Cycle Cost		\$4,145 per year	\$1,842.00 per year (10-20 year)
3		Delivery Time in Days		168	210-252



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: West Plant New Parkson Drum Screen Installation

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: John Bain

AMOUNT: \$ 305,000.00

GL ACCOUNT #: 505-411541410

FUNDING SOURCE: GEFA Loan #2

BUDGETED ITEM? Yes

PURPOSE: To engage with JS Haren Company for the purchase and installation of a Parkson Rotary Drum Screen for the West Plant.

BACKGROUND: The West Plant operates two Parkson Rotary fine-screen drums at the head works to the treatment facility. With additional flows and plans for future flows to the treatment plant, a third drum screen has been recommended. This third drum screen will remove all fine particles not removed by any upstream screening structures, therefore protecting all downstream equipment and machinery throughout the treatment process.

STAFF RECOMMENDATION: Four quotes were received for all materials and labor necessary for the installation of the screen. Staff recommends engaging with JS Haren Company for the project, at a cost of \$ 305,000.00.

Company	Project Cost
JS Haren Company	\$ 305,000.00
Herr Industrial	\$330,877.00
Schmidt Environmental	\$343,200.00
Willow Construction	\$ 374,300.00

IMPACT: The project will allow for the protection of the treatment plant process mechanical functions both today and as flows to the treatment facility increase.

MOTION: I move we engage with JS Haren Company for the West Plant rotary screen installation project, at a cost of \$ 305,000.00.

THE ENGINEERING GROUP

INCORPORATED

January 27, 2022

Mr. Peter Zorbanos, Utility Director
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Re: West WPCP Screen Addition

Dear Mr. Zorbanos;

This letter is to inform you that the Engineer's Recommendation is to award the referenced RFP to JS Haren Company. The recommendation is based on the favorable results following the grading of the Selection Criteria for the Technical Proposal combined with their Low Cost Proposal for project. In addition, members of the review team contacted references and confirmed their ability to perform the work to the satisfaction of the Engineer and Owner's representative.

I look forward to working with you on this project and should you have any further questions, please call.

Sincerely,

The Engineering Group, Inc.



Michael P. Bledsoe, P.E.

City of Villa Rica

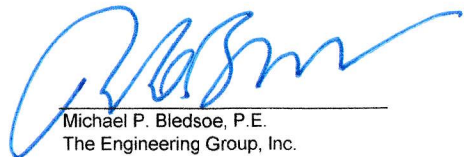
571 West Bank Highway - Villa Rica GA 30180

Project : 980-2103.01 January 25, 2022

West WPCP Screen Addition

CRITERIA OF SELECTION TABULATION			Willow Construction	Schmidt Environmental	Herr Industrial	JS Haren Company
Item No.	DESCRIPTION	Points Available	Points Achieved	Points Achieved	Points Achieved	Points Achieved
1.	Completed Bid Form & Cost Items	30	15	20	25	30
2.	Name, Address, Phone, and E-mail of Super	/				
3.	Related Experience w/ Similar Projects	20	20	20	20	20
4.	Capabilities to meet Time & Budget	20	18	18	18	18
5.	Present and Projected Workloads of Company	/				
6.	Past or Current related Work for City	15	0	5	0	0
7.	References in written Form for similar Projects	15	14	14	12	14
TOTAL POINTS		100	67	77	75	82
			\$ 374,300.00	\$ 343,200.00	\$ 330,877.00	\$ 305,000.00

Scores represent the Average Score of the Grading Sheets


Michael P. Bledsoe, P.E.
The Engineering Group, Inc.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: North Plant Effluent Station Panel Repair

AGENDA DATE: February 8, 2022

DATE PREPARED: January 26, 2022

PREPARED BY: John Bain

AMOUNT: \$ 15,495.00

GL ACCOUNT #: 505-4330-522220

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Xylem, Inc for the purchase and installation of the Flygt pump control system at the North Plant effluent pump station.

BACKGROUND: The existing plant effluent pump station is a Flygt brand control system, and was installed in 2012. With the electronic pump controls no longer functioning as required, the control system now needs to be replaced to operate adequately.

STAFF RECOMMENDATION: Staff recommends engaging with Xylem, Inc for purchase and replacement of the system, as this is proprietary equipment and for an existing Flygt panel.

Vendor	Total Cost
Xylem, Inc (Flygt)	\$ 15,495.00

IMPACT: The replacement of the panel control system will allow for the effluent pumps to operate as required by the flow through the treatment process.

MOTION: I move to engage with Xylem, Inc for the purchase of the replacement panel control system, at the cost of \$15,495.00.



**Xylem Water Solutions USA, Inc.
Flygt Products**

January 26, 2022

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180-1726

Quote # 2022-ATL-0065
Project Name: Villa Rica North Plant Effluent Pump Station
Job Name: Multismart

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment for the project referenced above.

Controls

Qty	Part Number	Description	Unit Price
1	84-80 01 59	MULTISMART MSM 3MP2PLUS+ 3 PUMP W/MTR PROT PLUS SOFT	\$ 8,432.00
9	14-40 41 01	TRANSFORMER,CURRENT 50:1	\$ 99.00
2	14-60 30 26	BATTERY, PM 12120, 12V 12AMP	\$ 129.00
1	14-60 30 08	SUPPLY,BATTERY POWER, 155W,24V TRICKLE CHARGE,DIN RAIL KIT	\$ 314.00

Services

Qty	Part Number	Description	Unit Price
30	14-69 00 07A	LABOR,MOBILE FLYGT,NOTAX Z4-TP MODELS: 3000,7000,8000	\$ 165.00

Total Price \$ 14,845.00

Freight Charge \$ 650.00

Total Price \$ 15,495.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Terms of Delivery: Prepaid

Time of Delivery: Approximately XX working weeks after receipt of approved submittals.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Terms of Payment: 100% N30 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote is valid for thirty (30) days.

Terms & Conditions: The Xylem Water Solutions USA, Inc. North American Terms and Conditions of Sale apply to this offer.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Sincerely,

Andrew Stephens
Customer Experience Specialist

Cell: 770-633-2244
andrew.stephens@xylem.com





Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-ATL-0065
Customer Name: CITY OF VILLA RICA
Job Name: Multismart
Total Amount: \$ 14,845.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Water Plant 125 HP High Service Pump Motor Purchase

AGENDA DATE: February 8, 2022

DATE PREPARED: January 27, 2022

PREPARED BY: John Bain

AMOUNT: \$ 12,370.00

GL ACCOUNT #: 505-4420-541400

FUNDING SOURCE: Water / Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage with Goforth Williamson for the purchase of a 125 horsepower pump motor.

BACKGROUND: Water Plant staff utilizes one 125 horsepower pump and two 75 horsepower pumps to deliver treated drinking water into the City's water distribution system. This purchase will provide a spare motor on hand should the existing 125 horsepower motor fail and require repairs.

STAFF RECOMMENDATION: Staff recommends engaging with Goforth Williamson for the purchase of the spare pump motor, at a cost of \$ 12,370.00.

Vendor	Cost
Goforth Williamson	\$ 12,370.00
PRB Electronics	\$ 15,018.11

IMPACT: The ability to have a spare motor on hand will eliminate the risk of delays in manufacturing and shipping in today's environment.

MOTION: I move we engage with Goforth Williamson for the purchase of the spare 125 horsepower pump motor, at a cost of \$ 12,370.00.



Goforth Williamson, inc.

Goforth Williamson, Inc.
Mail To: 373 O'Dell Road
Ship To: 377 O'Dell Road
Griffin, GA 30224
United States of America

Ph: 770-467-0303

Fax: 770-467-0301

P218473

Quote

011111

21-Dec-21

To

Villa Rica, City of
571 West Bankhead Hwy
Villa Rica, GA 30180
United States of America

Quote To

Erin Lewis
City of Vila Rica
800 Mirror Lake Pkwy
Villa Rica, GA 30180
United States of America

Ph: 770-459-7000

Ph: 770-389-9043

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay & ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: High Service 125 hp PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1 ea	Line: 001 Part: USEM 125 HP 4 POLE Vertical Hollow Shaft 460v3ph WP1 Enclosure Premium Efficient Non Reverse Ratchet CD = 37" (Customer to verify existing) 3to 5 days Expiration Date: 20-Jan-22 Rev:	\$12,174.00	\$12,174.00	
1 ea	Line: 002 Part: SHIPPING & HANDLING CHARGES Freight on Inbound Materials In Bound Standard Ground Shipping Charges Expiration Date: 20-Jan-22 Rev:	\$196.00	\$196.00	
	Quote prepared by Tony Purcell PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawing, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5.0% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery. 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL	Total:	\$12,370.00	

PRB ELECTRONICS, INC.

INDUSTRIAL ELECTRONIC ENGINEERING
2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135

Phone#	Fax#
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
12/10/2021	QJ20212	TBD
QUOTED BY	JOB#	SERVICE DATE
BRUCE	TBD	1/9/2022

BILL TO
CITY OF VILLA RICA ACCOUNTS PAYABLE 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
FRESH WATER PLANT 204 NORTH VANWERT ROAD VILLA RICA, GA 30180 ATTN: ERIN LEWIS

CUSTOMER PO#	CUSTOMER JOB#	SALES REP	TERMS	SHIP VIA	JOB TYPE
TBD		BO	Net30	ONSITE	SALES

QTY	ITEM	PART#/ DESCRIPTION	UNIT	Total
1	US MOTORS	US MOTOR VHS 125 HP, 405TP, WPI 1785 RPM , TO REPLACE EXISTING HSP3 MOTOR	14,530.61	14,530.61
1	SHIPPING CHARGE	FREIGHT SHIPPING CHARGE IS AN ESTIMATE ONLY AND MAY BE HIGHER OR LOWER AT THE TIME OF ORDER	487.50	487.50
THIS QUOTE IS FOR MATERIAL ONLY AND DOES NOT INCLUDE INSTALLATION OR START UP. THE ABOVE MATERIAL HAS BEEN QUOTED BASED ON CUSTOMER PROVIDED SPECIFICATIONS. PRB ELECTRONICS INC HAS PROVIDED NO ONSITE SUPPORT OR ENGINEERING ON THE ABOVE MATERIAL. LEAD TIME FROM ISSUANCE OF A PURCHASE ORDER IS 5-7 BUSINESS DAYS. STOCK IS SUBJECT TO CHANGE WITHOUT NOTICE AND LEAD TIMES MAY BE LONGER THAN STATED.				

NOTE: "MATERIAL SHIPMENTS MAY BE AFFECTED BY CURRENT SUPPLY CHAIN INTERRUPTIONS. QUOTES ARE EFFECTIVE FOR 3 DAYS AT TIDS TIME"

1. This quote does not include any applicable shipping & taxes.
2. This quote is valid for 10 days from date of issuance pending supply chain interruptions.
3. If authorized, this quote will be entered in accordance with the prices, terms, delivery method, and specifications listed above.
4. Please notify us immediately if specifications or delivery method are to be modified. However, we cannot guarantee any changes after authorization.
5. Send all correspondence to:
JUDY SMIIB EMAIL - judy@prbelectronics.com

Signature

Irotal

\$15,018.111



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2022 Budget Amendments # 140-145

AGENDA DATE: 02-08-2022

DATE PREPARED: 01-24-2022

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To adopt a resolution amending the 2022 budget

MOTION: I move to adopt the resolution amending the 2022 fiscal year budget pursuant to Section 2-71 of the City Charter.

Police Donation

Source of Funds: Donation

Funds will be used for team building / education / training.

Item	Account Name	Account Type	Amount
140 100-371150	Donations	Revenue	Increase 500
141 100-3210-523700	Education & Training	Expense	Increase 500

North Plant Aeration Equipment Rental

Source of Funds: Fund Balance

Budget amendment for the North Plant aeration equipment rental that Council approved 01/11/22.

Item	Account Name	Account Type	Amount
142 505-4330-522320	Equipment Rental	Expense	Increase 26,865
143 505-381000	Use of Fund Balance	Revenue	Increase 26,865

Rise-N-Shine

Source of Funds: Fund Balance- Assigned/Reserved

Funds collected/donated for Rise-n-Shine. Amount not spent at year-end is assigned in fund balance to rollover in the new budget year.

Item	Account Name	Account Type	Amount
144 100-7550-573010	Rise-N-Shine	Expense	Increase 2,116
145 100-381000	Use of Fund Balance	Revenue	Increase 2,116

STATE OF GEORGIA
CITY OF VILLA RICA

AN RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2022 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2022 Budget on September 21, 2021, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2022, said budget amendment being described as Amendment No. 140-145, attached hereto and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2022.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Preparation of Engineering Report for Storm Water Improvements at Stockmar Park

AGENDA DATE: 02/08/2022 **DATE PREPARED:** 01/28/2022

PREPARED BY: Tom Barber

AMOUNT: Not to exceed \$10,000

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To evaluate and document the storm water issues around the Pine Mountain Gold Museum resulting in an engineering report, phasing plan, and cost estimates.

BACKGROUND: The Pine Mountain Gold Museum and the surrounding grounds suffer from a significant amount of runoff from the mountain itself. Georgia & West have been asked to document the issues, prepare a phased corrective action plan, and a cost estimate.

STAFF RECOMMENDATION: Staff recommends the approval of the attached proposal to engage Georgia & West to assist with storm water improvements at Stockmar Park.

IMPACT: Successful completion of the project will eliminate the runoff issue currently being experienced by the museum.

MOTION: I move to authorize the Mayor to engage Georgia & West to prepare an engineering report for storm water improvements at Stockmar Park for an amount not to exceed \$10,000.

January 12, 2022

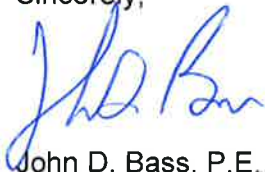
Tom Barber
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

**RE: PINE MOUNTAIN GOLD MUSEUM DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING STUDY**

Dear Sir:

Enclosed find the requested proposal for engineering services for the above-referenced project. I appreciate the opportunity to provide this quote.

Sincerely,



John D. Bass, P.E.
President

Enclosure

January 12, 2022

Tom Barber
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

**RE: PINE MOUNTAIN GOLD MUSEUM DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING STUDY**

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering services to perform a preliminary assessment of the existing drainage conditions at the Pine Mountain Gold Museum to propose potential drainage improvements and assist the city in developing a plan to implement those improvements.

We propose to provide the services in this contract on the hourly rate as shown on the "Proposal Acceptance Sheet".

Our firm will provide services in accordance with the following:

PRELIMINARY ENGINEERING STUDY

Georgia and West, Inc. will perform a site visit to visually evaluate the existing drainage conditions, noting potentially problematic conditions. We will also discuss the conditions with staff to understand what drainage issues they have experienced. We will then prepare a Preliminary Engineering Report documenting the issues observed and recommending improvements to correct or mitigate the drainage issues. Georgia and West, Inc. will also prepare a phasing plan for implementing the improvements as well as prepare preliminary construction cost estimates for each phase. Upon completion of these items, we will present the Preliminary Engineering Report to you for evaluation.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided as additional services if requested by the client:

1. Subsurface Investigation/Geotechnical Engineering;
2. Surveying;
3. Hydrology/Hydraulic Studies;
4. Engineering/Design, Development of Construction Plans;
5. As-built drawings and certifications;
6. Legal descriptions;
7. Variance consultation, including stream buffers;
8. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
9. Environmental assessment;
10. Traffic impact or signal warrant studies;
11. Recording of deeds and/or plats with local Clerk of Court;

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$25,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

Limitations on liability and indemnifications in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Georgia and West, Inc. as a third-party defendant. Parties mean Client and Georgia and West, Inc. and their offices, employees, agents, affiliates, and subcontractors.

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should disputes arise between the Parties and should either party resort to dispute resolution procedures, including but not limited to litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant fees, expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as Georgia and West, Inc. is concerned, the value of time spent shall be based upon Georgia and West, Inc. prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc., and agrees to defend, indemnify, and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense, arising from damage done to subterranean structures and utilities, and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc.'s prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractors procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are base upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Client agrees to hold Georgia and West, Inc. harmless for the identification of hazardous materials on or near the project site. Further, client holds Georgia and West, Inc. harmless for any means and costs to remediate, quarantine, or any other operation required to manage any hazardous materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety. Client agrees to compensate Georgia and West, Inc. for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Georgia and West, Inc. harmless for any and all consequences of disclosures made by Georgia and West, Inc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Georgia and West, Inc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Georgia and West, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Georgia and West, Inc.'s discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

B. Endangered Species

It is the Property Owner's/Client's responsibility to determine the presence of any endangered species on or near the project site. Further, the Property Owner/Client shall be responsible for notifying U.S. Fish and Wildlife Service of the proposed activity and to procure any necessary permits for the proposed activity.

C. State Waters and Waters of the United States (Streams/Wetlands)

It is the Property Owner's/Client's responsibility to determine the presence of any state waters and/or waters of the United States and have those features delineated on the project site prior to the commencement of work by Georgia and West, Inc. and/or any subcontractors, unless said delineation is included in the Proposal. Further, the Property Owner/Client shall be responsible for notifying all appropriate government entities of the proposed activity and shall comply with all local, state, and federal permitting, including but not limited to stream buffer variances and clean water act permitting.

9. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

10. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by Georgia and West, Inc. as instruments of service pursuant to this Agreement shall be the sole property of Georgia and West, Inc. Client agrees that all documents of any nature furnished by Georgia and West, Inc. to Client or Client's agents, contractors or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Georgia and West, Inc. written permission. At the request and expense of Client, Georgia and West, Inc. will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

11. EXCHANGE OF ELECTRONIC MEDIA

Georgia and West, Inc. agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents. Electronic documents are furnished for the convenience of the Client and Contractor. Written dimensions take precedence over scale.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Georgia and West, Inc.'s office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, Georgia and West, Inc. and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims or disputes which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnification obligations will survive termination of this Agreement for any cause.

13. SURVEY NOTES

- A. No title or abstract research was performed by the undersigned for this survey.
- B. WARNING: This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.
- C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.
- D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.
- E. Only acts of possession, if any, which are visible from casual inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoining to the lands shown and described hereon.
- F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

Utility locations will be limited to those items apparent from a visual inspection and the utilities located by Utilities Protection Center (811) locators. Additional utility locations will require a private utility locator and their fee will be paid by the Client.

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Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of Georgia and West, Inc. within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that Georgia and West, Inc. has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Georgia and West, Inc. invoice and agrees to waive any claim against Georgia and West, Inc. and to indemnify, defend and hold Georgia and West, Inc. harmless from and against any claims arising from Georgia and West, Inc.'s suspension or termination due to Client's failure to provide timely payment.

Liens:

Notice is given that Georgia statute requires the filing of liens within ninety (90) days of last performing work on a project. Therefore, lien action will be initiated seventy-five (75) days after the last day work is performed when balances are outstanding. A voluntary extension of lien rights can be accomplished by a letter from the owner of the property.

PROPOSAL ACCEPTANCE SHEET

DATE: January 11, 2022

PROJECT NAME: Pine Mountain Gold Museum Drainage Improvements

SERVICE	ESTIMATED COST
PRELIMINARY ENGINEERING STUDY	HOURLY, NOT TO EXCEED \$10,000.00

The cost shown above is an estimated price. The final payment will be based on actual manhours expended.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided in addition to the fee quote on an hourly basis as follows:

HOURLY RATES:

PRINCIPAL \$225.00/Hr.
SENIOR SURVEYING MANAGER..... \$135.00/Hr.
SENIOR ENGINEER..... \$135.00/Hr.
FIELD CREW..... \$135.00/Hr.
CIVIL TECHNICIAN \$110.00/Hr.
CLERICAL \$50.00/Hr.
Mileage \$0.58/Mi.
Archive Search Fee..... \$200.00
Electronic File – One Time License \$200-500
Direct Costs – Administrative Fee..... 15%

Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

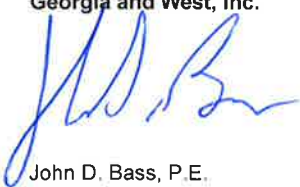
Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered into a binding agreement (the "Contract") pursuant to the terms set forth on "Terms and Conditions" sheets hereof.

Communications by phone, letter, fax, e-mail, meetings or face to face to proceed with the work shall be deemed to be a verbal authorization to proceed with the work in accordance with the fees, scope, terms and conditions of this Proposal.

If you do not provide a verbal or signed and dated authorization, this Proposal shall become void Ninety (90) days from the date above.

Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call.

Sincerely,
Georgia and West, Inc.



John D. Bass, P.E.
President

Accepted By: _____
Print or type individual, firm or corporate body name

Signature of Authorized Representative Title

Date: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Preparation of Engineering Report for Storm Water Improvements on Main Street

AGENDA DATE: 02/08/2022 **DATE PREPARED:** 01/28/2022

PREPARED BY: Tom Barber

AMOUNT: Not to exceed \$10,000

GL ACCOUNT #: 100-6172-52240

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To evaluate and document the storm water issues on Main Street in front of Los Cowboys and Uncorked.

BACKGROUND: Main Street suffers from a significant amount of runoff onto the sidewalk in front of Los Cowboys and Uncorked. Our intent to remove the parklets and repave the road has created an opportunity to also improve the drainage in that block. Georgia & West has been asked to document the issues, prepare a phased corrective action plan, along with a cost estimate.

STAFF RECOMMENDATION: Staff recommends the approval of the attached proposal to engage Georgia & West to assist with storm water improvements on Main Street.

IMPACT: Successful completion of the project will eliminate the runoff issue currently being experienced by Los Cowboys and Uncorked.

MOTION: I move to authorize the Mayor to engage Georgia & West to prepare an engineering report for storm water improvements on Main Street for an amount not to exceed \$10,000.



January 12, 2022

Tom Barber
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

**RE: DOWNTOWN VILLA RICA DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING STUDY**

Dear Sir:

Enclosed find the requested proposal for engineering services for the above-referenced project. I appreciate the opportunity to provide this quote.

Sincerely,

John D. Bass, P.E.
President

Enclosure



January 12, 2022

Tom Barber
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

**RE: DOWNTOWN VILLA RICA DRAINAGE IMPROVEMENTS
PRELIMINARY ENGINEERING STUDY**

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering services to perform a preliminary assessment of the existing drainage conditions in downtown Villa Rica from Main Street/S.R. 61 to the commercial buildings between North Carroll Road and North Candler Street to propose potential drainage improvements and assist the city in developing a plan to implement those improvements.

We propose to provide the services in this contract on the hourly rate as shown on the "Proposal Acceptance Sheet":

Our firm will provide services in accordance with the following:

PRELIMINARY ENGINEERING STUDY

Georgia and West, Inc. will perform a site visit to visually evaluate the existing drainage conditions, noting potentially problematic conditions. We will then prepare a Preliminary Engineering Report documenting the issues observed and recommending improvements to correct or mitigate the drainage issues. Georgia and West, Inc. will also prepare a phasing plan for implementing the improvements as well as prepare preliminary construction cost estimates for each phase. Upon completion of these items, we will present the Preliminary Engineering Report to you for evaluation.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided as additional services if requested by the client:

1. Subsurface Investigation/Geotechnical Engineering;
2. Surveying;
3. Hydrology/Hydraulic Studies;
4. Engineering/Design, Development of Construction Plans;
5. As-built drawings and certifications;
6. Legal descriptions;
7. Variance consultation, including stream buffers;
8. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
9. Environmental assessment;
10. Traffic impact or signal warrant studies;
11. Recording of deeds and/or plats with local Clerk of Court;

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$25,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

Limitations on liability and indemnifications in this Agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Georgia and West, Inc. as a third-party defendant. Parties mean Client and Georgia and West, Inc. and their offices, employees, agents, affiliates, and subcontractors.

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should disputes arise between the Parties and should either party resort to dispute resolution procedures, including but not limited to litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant fees, expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as Georgia and West, Inc. is concerned, the value of time spent shall be based upon Georgia and West, Inc. prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc., and agrees to defend, indemnify, and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense, arising from damage done to subterranean structures and utilities, and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc.'s prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractors procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Client agrees to hold Georgia and West, Inc. harmless for the identification of hazardous materials on or near the project site. Further, client holds Georgia and West, Inc. harmless for any means and costs to remediate, quarantine, or any other operation required to manage any hazardous materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety. Client agrees to compensate Georgia and West, Inc. for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Georgia and West, Inc. harmless for any and all consequences of disclosures made by Georgia and West, Inc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Georgia and West, Inc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Georgia and West, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Georgia and West, Inc.'s discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

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This Agreement may be terminated by either party seven (7) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

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- A. No title or abstract research was performed by the undersigned for this survey.
- B. WARNING: This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.
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- D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.
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PROPOSAL ACCEPTANCE SHEET

DATE: January 12, 2022

PROJECT NAME: Pine Mountain Gold Museum Drainage Improvements

<u>SERVICE</u>	<u>ESTIMATED COST</u>
PRELIMINARY ENGINEERING STUDY	HOURLY, NOT TO EXCEED \$10,000.00

The cost shown above is an estimated price. The final payment will be based on actual manhours expended.

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Mileage \$0.58/Mi.
Archive Search Fee..... \$200.00
Electronic File – One Time License \$200-500
Direct Costs – Administrative Fee..... 15%

Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

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Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call.

Sincerely,
Georgia and West, Inc.



John D. Bass, P.E.
President

Accepted By: _____
Print or type individual, firm or corporate body name

Signature of Authorized Representative Title

Date: _____