

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
ANNA MCCOY

City of Villa Rica



INTERIM CITY MANAGER: JEFF REESE
CITY CLERK: THERESA CAMPBELL
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
July 9, 2024 | 1:30 PM

Review of the Agenda (Mayor Leslie McPherson)

A. Governing Body (Mayor Leslie McPherson)

1. Downtown Music Venue Discussion (Michael Rickman)
2. Appointment to the Planning & Zoning Commission for Ward 1 (Councilwoman Shirley Marchman)
3. Appointment to Planning & Zoning Commission for Ward 2 (Councilman Matthew Momtahan)
4. Villa Rica Parkway Final Plat (Bobby Elliott, Contractor)
5. Villa Rica Parkway Resolution (C. David Mecklin, City Attorney)
6. WIC Building Discussion (Jeff Reese, Interim City Manager)
7. Reduction of Speed Limit on Clearview Street Discussion

B. Community Development (Nina Shabazz, Director)

1. Watermist II B Final Plat (Nic Griffin, Project Manager and Development Official)

C. Police (Michael Mansour, Chief)

1. Firearm Disposition and Purchase (Chief M. Mansour)

D. Public Works (Hal Burch, Director)

1. Addition of 'No Left-hand Turn' Sign, Punkintown Rd. in Front of Publix (Hal Burch, Director)
2. Cleghorn Stop Signs (Hal Burch, Director)

E. Utilities (John Bain, Director)

1. Sewer Delegation (John Bain, Director) - Bobby Elliott
2. Hickory Falls Lift Station (John Bain, Director)
3. Highway 61 Water main Extension (John Bain, Director)
4. Proposal to Design Water Pump Station on Highway 61 (John Bain, Director)

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.)



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Planning & Zoning Commission Member to Ward 1 Seat

CITY COUNCIL AGENDA DATE: July 11, 2024

DATE: June 25, 2024

PREPARED BY: LeAnne Wilkins

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment to fill a vacant seat on the Planning and Zoning Commission Board for the term of January 1st, 2023 – December 31st, 2025.

BACKGROUND: This is an appointment to fill a term ending December 31st, 2025. Councilwoman Shirley Marchman wished to appoint Luz Morales to the vacated seat previously filled by Kendrick Davis. (application attached).

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling a vacant seat on the Planning & Zoning Commission.

MOTION: I move to approve the appointment of Luz Morales to the Planning and Zoning Commission for the term of January 1st, 2023 – December 31st, 2025.



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards, Commissions and Authorities of the City of Villa Rica. The members of the Boards, Commissions and Authorities make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board, Commission or Authority membership.

Questions to consider before applying for membership on a Board, Commission or Authority:

- o Do I fully understand what this Board, Commission or Authority expects from me?
- o Am I committed to the goals and mission of this Board, Commission or Authority?
- o Can I afford the demands on my time, resources and energy?
- o Will I attend meetings regularly, making them a priority for the duration of my appointment?
- o Am I willing to perform a reasonable amount of work outside of regularly scheduled Board, Commission or Authority meetings and prepare for each meeting?
- o Can I work effectively with the other members of the Board, Commission or Authority?
- o Am I willing to participate in necessary Board, Commission or Authority training, education and development activities that will improve my effectiveness in my position?

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName Luz m. moralesOccupation VP of Human Resources Employer DYMA BrandsHome Address 106 Legacy Dr.City Villa Rica State GA Zip 30180Phone (678) 459-7469 Email lmorales23@outlook.com

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☐ | Downtown Development Authority |
| ☐ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☐ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☒ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 18 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

n/aAre you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

NO

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

No

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐

Yes

☒

No

If yes, please explain.

n/a

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

To make a value added impact for the future of the City of Villa Rica

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒

Yes

☐

No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Planning + Zoning, DDA, MSAB, VRDA

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Chugo Morales
Signature

Luz m morales
Printed Name

2/8/2024
Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA.

Historic Preservation Commission (HPC) Term: 3 years | Members: 6

This commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests.

Housing Authority Board (HAB) Term: Indefinite | Members: 5

The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor.

Library Advisory Board (LAB) Term: 3 years | Members: 7

Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

This Board is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district.

Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications.

Recreation Advisory Commission (RAC) Term: 3 years | Members: 7

The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects.

Villa Rica Cemetery Committee Term: 3 years | Members: 6

Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia.

PROCEDURES FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

1 | Approximately four weeks before the end of a Board or Commission term, the City Clerk will notify the Mayor and City Council and the members of the Board or Committee affected of the positions and citizens whose terms will be expiring.

2 | The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.

3 | Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.

4 | After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appointment of Planning Commission Member to Ward 2 Seat

CITY COUNCIL AGENDA DATE: July 11, 2024

DATE: July 8, 2024

PREPARED BY: Theresa Campbell

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To make an appointment for the vacant Ward 2 seat on the Planning and Zoning Commission Board for the term of January 1st 2023 – December 31st 2025.

BACKGROUND: This is an appointment to fill a term ending December 31st, 2025. Councilman Matthew Momtahan wishes to appoint Julie Cepin to the seat vacated by David Rogers. (application attached).

STAFF RECOMMENDATION: N/A

IMPACT: Fulfilling the vacant Ward 2 seat on the Planning & Zoning Commission.

MOTION: I move to approve the appointment of Julie Cepin to the Planning and Zoning Commission for the term of January 1st, 2023 – December 31st, 2025.



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

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- o Am I willing to participate in necessary Board, Commission or Authority training, education and development activities that will improve my effectiveness in my position?

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Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName Julie CepinOccupation Agency Manager Employer Surety Auto GroupHome Address 504 Firethorn CtCity Villa Rica State GA Zip 30180Phone 6786228658 Email juliecepin@outlook.com

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☐	Main Street Advisory Board
☒	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? 19 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No*If yes, what is the name and address of your business?*

Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

None

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

No

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I have served on my neighborhood HOA for over 13 years and am interested in being a part of the ongoing development of our city

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

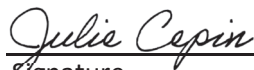
☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

1. Downtown Development 2. MainStreet 3.Recreation

APPLICANT STATEMENT

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Signature

Julie Cepin
Printed Name

05/15/2024
Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

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Villa Rica, GA 30180

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APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

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Villa Rica, GA 30180**

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tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATION

Name Joshua Evans

Occupation Stormwater Consultant Employer Everything's Arite Septic

Home Address 640 Clearview St

City Villa Rica State GA Zip 30180

Phone 404 207 6913 Email chacha7921@gmail.com

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☐	Main Street Advisory Board
☒	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica?

44 yrs

Do you own a business in Villa Rica?

☒

Yes

☐

No

If yes, what is the name and address of your business?

Everything Arite Septic640 Clearview St Villa Rica GA 30180

Are you current with all your financial obligations to the City?

☒

Yes

☐

No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒

Yes

☐

No

Are you able to meet the attendance requirements of the position for which you are applying?

☒

Yes

☐

No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

N/a

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

N/a

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐

Yes

☒

No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I wish to help better the community

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒

Yes

☐

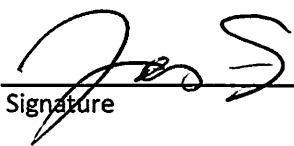
No

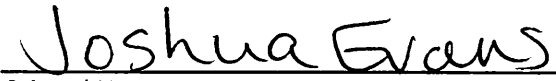
If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

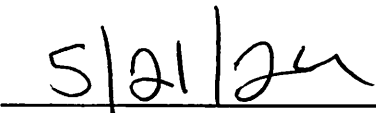
P/Z Commission

APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.


Signature


Printed Name


Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Villa Rica Parkway Final Plat

AGENDA DATE: July 9, 2024

DATE PREPARED: June 25, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT:

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: N/A

PURPOSE: The purpose of this item is to plat the recently completed portion of the Mirror Lake Connector to be renamed Villa Rica Parkway. The plat must be recorded to dedicate this R/W to the City.

BACKGROUND: Anytime streets are constructed and are to be made part of the City of Villa public street system, just like new subdivisions, final plats must be recorded at the Clerk's office to complete this transfer from privately owned to City maintained. This is the case here. There are some addresses that need to be changed particularly in the Publix area bank of stores. These addresses to Villa Rica Parkway cannot be changed until this plat is recorded. The R/W width is 87 feet, and the length of roadway is approximately 1,573.5 linear feet.

STAFF RECOMMENDATION: Staff recommends approval of this plat.

IMPACT:

MOTION: I move to approve the final plat of the Villa Rica Parkway as shown on the attachment.

1660 Barnes Mill Road Marietta, Georgia 30062	GS JOB NO: 20217191	DRAWING SCALE: 1"= 100'	SURVEY DATE: June 7, 2024
Phone: (770) 795-9900	FIELD WORK: ER	CITY: VILLA RICA STATE: GA	REVISIONS (SEE GENERAL NOTES)
Fax: (770) 795-8880	PROJ MGR: ERP	COUNTY: CARROLL	No. Date Description
www.geosurvey.com	REVIEWED: BDC	LAND LOT: 176 & 177	
EMAIL: info@geosurvey.com	DWG FILE: 20217191-10.dwg	DISTRICT: 2nd	
Certificate # GSP00621			

RESOLUTION

WHEREAS, for a period of several years, the City of Villa Rica has been pursuing a project to construct a connector road between downtown and the Mirror Lake community; and

WHEREAS, the City has created a Tax Allocation District to fund the proposed connector road; and

WHEREAS, the City also obtained bond proceeds in the approximate amount of \$20 million to fund the proposed connector road; and

WHEREAS, in recent weeks, questions have arisen with regard to the construction and location of the proposed connector road; and

WHEREAS, the Council does desire to give guidance to City staff concerning the status of said road.

NOW THEREFORE, be it hereby resolved by the Mayor and Council of the City of Villa Rica that the City staff is directed to proceed to investigate all potential alternatives for the routing and completion of the aforesaid road and may continue to negotiate property easements and acquisitions along North Carroll and Gordon Street.

IT IS FURTHER RESOLVED that the Interim City Manager will report back to the Council with a recommendation for the completion of the road after having analyzed all of the facts and circumstances related to the road project. Upon receipt of said recommendation, the Council shall take further action to direct completion of the road project.

IT IS SO RESOLVED on the _____ day of June, 2024.

Leslie McPherson, Mayor

Attest:

Theresa Campbell, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: LOCATION OF WIC BUILDING AT POWELL PARK

AGENDA DATE: June 26, 2024

DATE PREPARED: June 26, 2024

PREPARED BY: LeAnne Wilkins

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: Reexamining location of WIC (Women, Infants & Children) building at Powell Park.

BACKGROUND: The Georgia Department of Public Health, District 4, has operated a WIC facility off Cleghorn Street on City property. Once the City swapped that land with Arbour Valley we needed to relocate the building. The WIC leadership has chosen to relocate to Powell Park. The lease is for \$1 per year for five years.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Moving the WIC building is necessary in order for Arbour Valley to develop the land they received in the swap several years ago.

MOTION:

AGREEMENT/LEASE

THIS LEASE is made this 20th day of March, 2024, by and between **the City of Villa Rica** ("Landlord") and **D4 WIC Georgia Department of Public Health** ("Tenant").

WITNESSETH:

1. Description of Leased Land Landlord, for and in consideration of the rents, covenants, agreements and stipulations to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent unto Tenant, and Tenant hereby agrees to lease and take upon the terms and conditions herein that real property described as a portion of the property located at 524 Leslie Drive, Villa Rica, Georgia, which is drawn on Exhibit "A", which is attached hereto and by reference incorporated herein (the "Premises").

2. Term. This Lease shall be for a term of five (5) years beginning on the date of execution of this Lease. Upon agreement of the parties, this Lease may be extended for an additional five (5) year term.

3. Rental. The rent shall be One Dollar (\$1) per year as well as the consideration of the Tenant maintaining a Women, Infants & Children (WIC) Program (public health department services) for the Villa Rica community on the Premises and the Tenant's fulfillment of the terms of this Lease.

4. Payment of Expenses. Tenant shall pay all utility bills, including but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the Premises, and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. Tenant shall install, maintain and repair the building placed on the Premises at its own expense after building relocation an complete set-up. Note: Landlord shall pay for the effective transport of the modular building and initial installation of all utilities to the building unity once relocated to 524 Leslie Drive, Villa Rica. Landlord shall also be responsible for preparing and setting Tenant(s) buildings foundation(s) at the new location and any noted damages incurred to the modular building during transportation and set-up. Tenant shall report any damages incurred within 120 days of relocation and set-up. Tenant shall maintain adequate liability insurance for the building unit and the Premises.

5. Use of Premises. Premises shall be used for Tenant to place its mobile building(s) currently located at 201 Cleghorn Street, Villa Rica, Georgia. The building(s) shall be relocated to 524 Leslie Drive, Villa Rica, Georgia at **Landlord's expense**. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on Premises. Tenant shall have access and use of the parking lot but shall not have access to the accessory buildings owned by Landlord.

6. Temporary Office Space. Landlord agrees to provide Tenant two (2) offices at located at Powell Park Recreation Center to be used during the transitional period while Tenant's

buildings are being prepared to be moved until such time as the buildings have been relocated to 524 Leslie Drive, Villa Rica, Georgia.

6. Repairs by Tenant. Tenant shall, throughout the initial term of this Lease and all renewals thereof, at its expense, maintain in good order and repair the Premises. Tenant agrees to return Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty excepted.

9. Assignment and Subletting. Given the unique nature of this Lease, Tenant may not assign or sublease all or portions of the Premises to others without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

10. Removal of Fixtures. Tenant may (if not in default or breach hereunder) prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment which it has placed on the Premises, including the mobile building(s) placed on the Premises at the Tenant's expense, provided Tenant repairs all damage to Premises caused by such removal.

11. Remedies of Landlord. It is mutually agreed that in the event Tenant shall be in default in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if Tenant makes an assignment or delegation under this Lease; then, and in any of events, Landlord at his option may terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; Tenant will at once make reasonable arrangements for the removal of any fixtures as provided in Section 10, and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

12. Termination. This Lease may be terminated upon one (1) year's written notice by either the Tenant or Landlord. This Lease shall terminate if Tenant ceases to operate WIC Program/public health department services on the Premises.

13. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord.

14. No Estate in Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale.

15. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties,

Tenant shall be a Tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

16. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

17. Tenant's Environmental Indemnity.

(a) In the use, occupation and operation of the Premises, Tenant shall comply with all Hazardous Materials Laws.

(b) Tenant shall be responsible for payment of any fines, penalties, or cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's use, operations on, or occupation of the Premises.

(c) Tenant does hereby indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this Section 17.

(d) "Hazardous Materials Laws" shall be defined as federal, state or other local laws, regulations, ordinances, rules or other legal requirements regulating the storage, transportation, handling, disposal, presence or use of any contaminants, toxic chemicals, pollutants, asbestos, radioactive or hazardous waste or materials, toxic or other hazardous or non-hazardous waste or materials, toxic or non-hazardous substances or pollutants.

18. Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to Tenant: District 4 Nutrition Services Director
Georgia Department of Public Health
300 Main Street
LaGrange, Georgia 30240

Fax 706-845-4039

or at such other address for notice as the Tenant shall last have furnished in writing to the person giving the notice.

If to Landlord: City Manager
City of Villa Rica
517 W. Bankhead Highway
Villa Rica, Georgia 30180

or at such other address for notice as Kevin Drummond, Attorney for the Landlord, shall last have furnished in writing to the person giving the notice.

All such notices and other communications shall be effective (a) if mailed, when received or three (3) days after mailing, whichever is earlier; (b) if telecopied, when transmitted; or (c) if hand delivered, when delivered.

19. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

20. Definitions. "Landlord" as used in this Lease shall include its representatives, assigns and successors in title to Premises. "Tenant" shall include its representatives, assigns and successors. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

21. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

(The immediately following page is the signature page)

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate, the day and year first above written.

LANDLORD
City of Villa Rica

By: _____

Witness

Notary Public

TENANT
GA-D4 Department of Public Health WIC Program

By: _____

Witness

Notary Public

EXHIBIT "A"

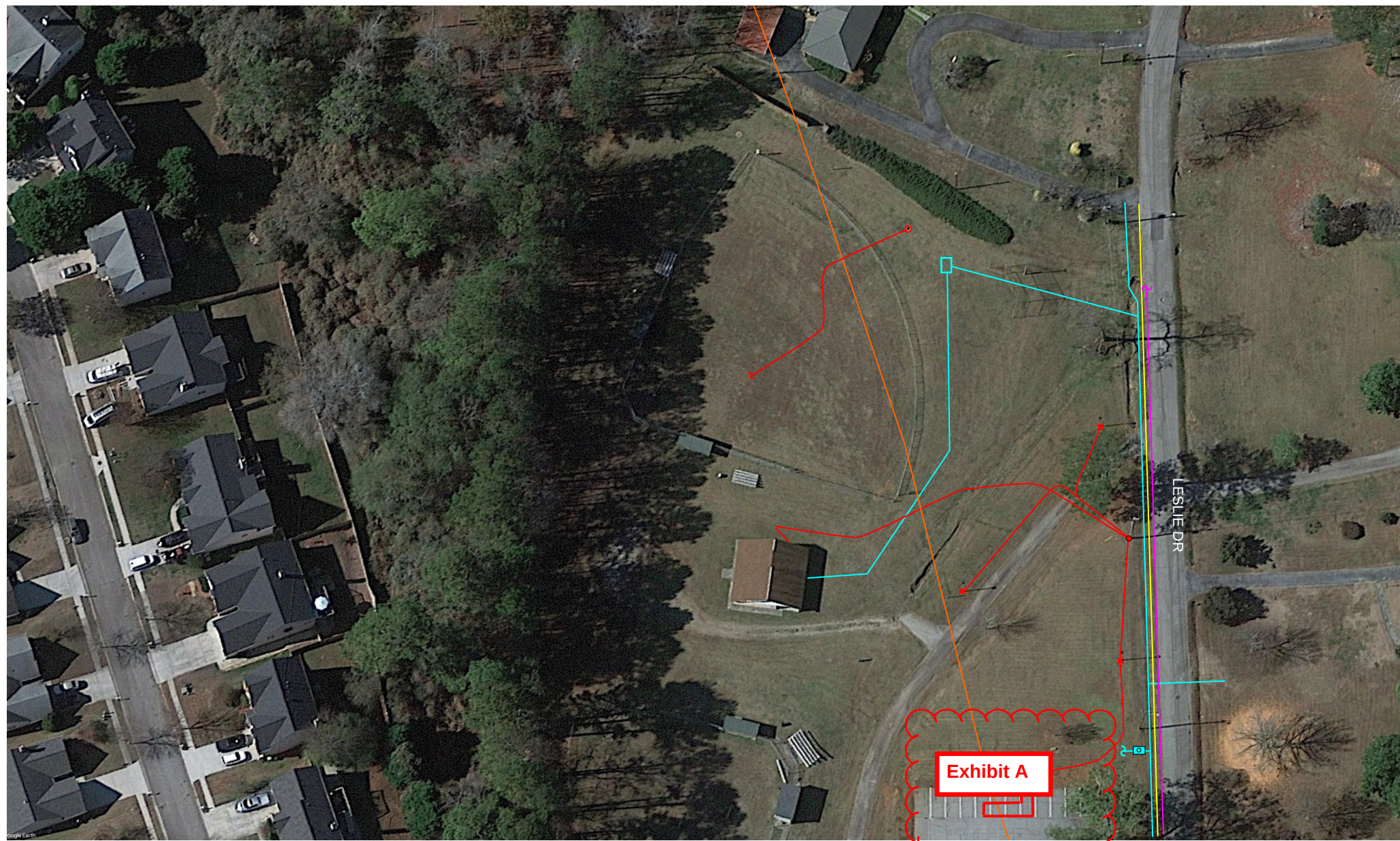


Exhibit A

LESLIE DR



Utility-Marking

WWW.UTILITY-MARKING.COM
TEL: 678 357 1946

- | | |
|--|--|
| <ul style="list-style-type: none">  FIRE HYDRANTS  ABOVE GROUND BOXES  UNDERGROUND BOXES  METERS  VALVES  LOST SIGNAL  POSSIBLE LOCATION | <ul style="list-style-type: none">  MANHOLES  LIGHT POLES  UTILITY POLES |
|--|--|

- | | |
|---|---------------------|
|  | ELECTRICITY |
|  | GAS |
|  | COMMUNICATION |
|  | WATER/CHILLED WATER |
|  | UNKNOWN |
|  | SEWER/STORM |

CLIENT:	FALCON DESIGN CONSULTANTS, LLC
JOB NUMBER:	2312957
SITE:	524 LESLIE DR VILLA RICA, GA
DATE:	01 / 26 / 2024

GA811 Locate Request

Ticket Number :	240115-002757	Ticket Type :	Design
Date/Time :	01/15/2024 14:23		
Previous Ticket :		Source :	Web Tickets

Company Information

UTILITY MARKING LLC 1553 Mallory Rae Dr Snellville 30078, GA 30078	Company Type : Phone :	Contractor (678) 357-1946
--	---	------------------------------

Caller Name :	Manuel Cifuentes	Field Contact :	MANUEL CIFUENTES
Phone :	(678) 316-6913	Phone :	(678) 316-6913
Email :	support@utility-marking.com	Email :	support@utility-marking.com

Work Information

Work Type :	Design	Longitude :	-84.9298857
		Latitude :	33.7273563
Project Duration :		Done For :	Falcon Design Consultants, LLC
County :	CARROLL	Street :	524 Leslie Dr
State :	GA		
City :	VILLA RICA	Cross Street :	Tanyard Rd
White-Lined :	No	# White Line Areas :	0
Response Type:	Mark utilities		

Locate Instructions

Please locate the entire property 524 Leslie Dr, Villa Rica, GA 3018. Only provide a copy of the drawings or other records. Do not mark. Thanks.

Remarks

This information has not been verified by the Utilities Protection Center, Inc. d.b.a. Georgia 811 and is not warranted for any purpose. This information is furnished solely as an accommodation to the requesting party who warrants that it shall not be used in connection with any excavation or other work covered by Title 25, Chapter 9 of the Official Code of Georgia Annotated.

Dates

Response By : 01/30/2024 23:59

Members (responses as of Tuesday, January 16, 2024 11:34 AM)

Code	Name	Facility Type	Phone
AGL106	ATLANTA GAS LIGHT CARROLLTON - Gas AGL106		(470) 366-6639 [Main]
ATT02	ATT / T - ATT02	Telecommunication	(800) 241-3624 [Main]
BSCA	ATT / D - BSCA	Telecommunication	(305) 409-1542 [Main]
GP620	GEORGIA POWER - GP620	Electric	(404) 506-6539 [Main]

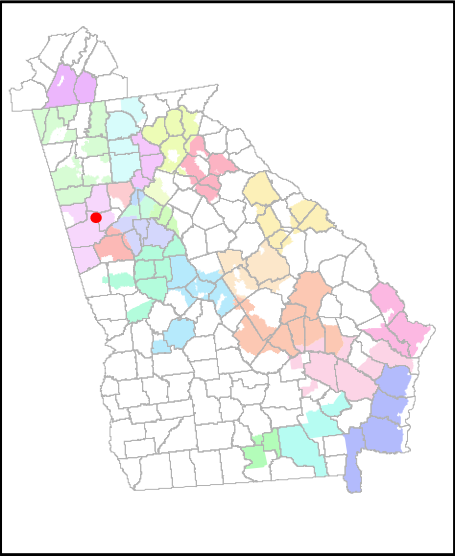
SYNCH	SYNC GLOBAL – SYNCH	Telecommunication (678) 877–7123 [Main]
	January 16, 2024 8:27 AM 9D: Design Locates: Clear, No Facilities (boss811)	
VILL50	CITY OF VILLA RICA – VILL50	Water (770) 550–5322 [Main]
	January 16, 2024 7:02 AM 9A: Design Locates: Marked (distribution@villarica.gov)	
VILL51	CITY OF VILLA RICA – VILL51	Sewer (770) 550–5322 [Main]
	January 16, 2024 7:02 AM 9A: Design Locates: Marked (distribution@villarica.gov)	

Line Locate

Atlanta Gas Light

Chattanooga Gas

- Steel Main
- Plastic Main
- Iron Main
- ConnectorPipe
- Copper Main
- Service Line
- Retired Gas Main
- Conflict Area



This drawing, map or record (Document) is provided by Southern Company Gas and its subsidiaries (GAS) and is intended to serve as a guide. Reproductions of this Document are not allowed without written permission of GAS. GAS does not warrant the accuracy or usefulness of the Document and disclaims all liability associated with your use of this Document. This Document is not a means of locating underground utilities. You are required to contact the national utility locating service at 811 prior to digging around any underground utility.



0 20 40 80 120 160 Feet

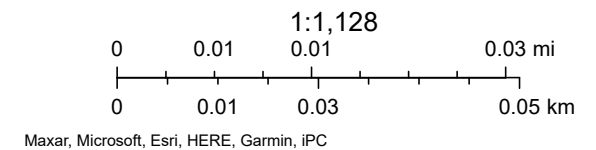
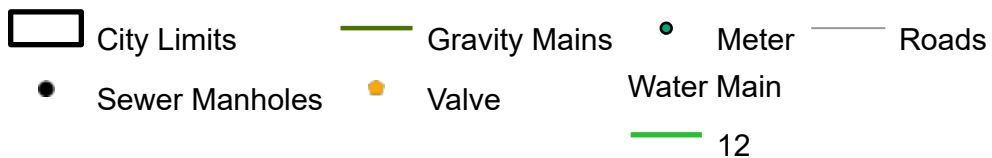


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri Korea, and the GIS User Community

WATER & SEWER - CITY OF VILLA RICA



1/16/2024, 6:58:57 AM





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Recommendation to Reduce Speed Limit on Clearview Street.

AGENDA DATE: January 9, 2024

DATE PREPARED: December 18, 2023

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: The purpose of this agenda item is to recommend a reduction to the speed limit from 25 MPH to 15 MPH on Clearview Street to address excessive speeding.

BACKGROUND:

A traffic study was conducted on Clearview Street from October 16th -25th to confirm complaints of severe speeding. After the data on the traffic counter was downloaded and analyzed, an 85th percentile speed of 44 MPH was confirmed. According to the City's Traffic Calming Ordinance, an 85th percentile speed of at least 10 MPH over the posted limit indicates the need for traffic calming measures to be implemented. The posted speed limit on Clearview Street is 25 MPH. After the conclusion of the study, three speed humps were installed on Clearview Street. During the installation of the signage for the speed humps, traffic had not slowed down as indicated by City personnel almost getting run over while installing the signage. Due to this fact, additional traffic calming measures are needed. A reduction in speed limit is now recommended.

Note: The 85th percentile speed is the speed at or below which 85 percent of the free-flowing vehicles travel.

STAFF RECOMMENDATION: Staff recommends approval of the reduction of the speed limit on Clearview Street from 25 MPH to 15 MPH.

IMPACT:

MOTION: I move to approve the reduction of the speed limit on Clearview Street from 25 MPH to 15 MPH effective immediately.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Clearview Street Traffic Re-Study After Traffic Calming Measures
Installed – Discussion Item

AGENDA DATE: April 9, 2024

DATE PREPARED: March 26, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING:

PURPOSE: The purpose of this item is to report to Mayor and City Council the results of a traffic study on Clearview Street after traffic calming measures (speed humps) were installed.

BACKGROUND: An original traffic study was performed on Clearview Street during the week of October 16 – October 25, 2023 due to the increasing reports of speeding traffic on this local street. Results indicated an 85th percentile speed of 44 MPH which is a serious problem. The City's Traffic Calming Ordinance sets parameters of 85th percentile speeds greater than 10 MPH above the posted limit indicates the need of additional traffic calming measures. Speed humps were installed shortly after the original study indicated a speeding problem.

Note: 85th Percentile Speed (mph) – The 85th percentile speed is the *speed at or below which 85 percent of the drivers travel on a road segment*. Motorists traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions.

Recently, a new study was performed on Clearview Street during the week of March 18 – March 25, 2024 to see if speeds had been reduced. The 85th percentile speed after traffic calming is 22 MPH which is well within normal parameters of a local street posted at 25 MPH. Speed analysis sheets are attached for your viewing. The 85th percentile speeds are highlighted in yellow.

The traffic calming measures installed have greatly reduced the speeds on Clearview Street.

STAFF RECOMMENDATION:

IMPACT:

MOTION:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: WaterMist Phase 2B Final Plat Approval Recommendation

AGENDA DATE: July 9th, 2024

DATE PREPARED: June 26th, 2024

PREPARED BY: Nic Griffin

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: All Final Plats of subdivision developments with public streets must be approved by the Mayor and City Council before building permits are issued. The Watermist Phase 2B Final Plat has been reviewed and all items associated with Final Plat approval have been completed.

BACKGROUND: Watermist Phase 2B is a 44-lot residential development.

All construction has been completed and inspected. The Final Plat has several other items that must be accomplished/completed prior to the vote by the Mayor and City Council. These items have been completed and are listed as follows:

Maintenance bond submitted - \$250,000.

Street Light Fees paid for one year in advance - \$1,692.00.

Water, Sewer, and Storm system as-built record drawings have been submitted and approved.

All fees associated with the Final Plat submittal have been paid.

STAFF RECOMMENDATION: Staff recommends approval of the Final Plat for Watermist Phase 2B.

IMPACT:

MOTION: I move to approve the Final Plat for Watermist Phase 2B.

DECLARATION OF COVENANTS

THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED 11-04-98, WHICH HEREBY BECOME PART OF THIS PLAT, AND WHICH WERE RECORDED IN DEED BOOK 1206, PAGES 370 - 427, DOUGLAS COUNTY RECORDS.

DRAINAGE NOTE

THE CITY OF VILLA RICA ASSUMES NO RESPONSIBILITY FOR THE OVERFLOW OR EROSION OF NATURAL DRAINS. DRAINAGE EASEMENTS NOT LOCATED WITHIN THE STREET RIGHT-OF-WAY ARE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER TO MAINTAIN.

SITE INFORMATION

•

LAND LOTS 173 & 180

•

2ND LAND DISTRICT, 5TH SECTION

•

CITY OF VILLA RICA, DOUGLAS COUNTY, GA

•

A PORTION OF TAX PARCEL ID# 01790250021

•

ADDRESS: MIRROR LAKE PARKWAY

OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY, AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS, DRAINS, AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC FOREVER.

SIGNATURE OF OWNER

DATE SIGNED

SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR PERSONS UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE" AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL REQUIREMENTS OF THE DEVELOPMENT AND ZONING REGULATIONS HAVE BEEN FULLY COMPLIED WITH.



06-10-2024

DENVER W. YOUNGBLOOD - GA, RLS #3327

DATE SIGNED

CITY OF VILLA RICA CERTIFICATE

IN ACCORDANCE WITH THE CITY OF VILLA RICA DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS PLAT IS GIVEN FINAL APPROVAL BY THE FOLLOWING OFFICIALS ON BEHALF OF THE CITY OF VILLA RICA:

DATE

COMMUNITY DEVELOPMENT DIRECTOR

DATE

DATE

MAYOR

DATE

SITE NOTES - PHASE 2B

TOTAL SITE AREA: 63.833 ACRES
PHASE 2B TOTAL AREA: 27.659 ACRES
PHASE 2B LOT AREA: 11.964 ACRES
PHASE 2B COMMON AREA: 13.764 ACRES
PHASE 2B R/W AREA: 1.931 ACRES

36.174 ACRES WAS DEVELOPED IN PHASE 2A

SITE ZONING: PUD
CURRENT ZONING: PUD

ZONING REQUIREMENTS:
MIN. LOT WIDTH: 70 FT
MIN. LOT AREA: 8,000 SF
MIN. HEATED FLOOR AREA: 2,600 SF (2-STORY)
MIN. HEATED FLOOR AREA: 2,200 SF (RANCH)
MAX. STRUCTURE HEIGHT: 35 FEET

LOT SUMMARY:
PHASE 2B LOTS: 44 LOTS
LOT DENSITY: 1.59 DU/AC

BUILDING SETBACK REQUIREMENTS:
FRONT: 25 FT
SIDE: (2-STORY) 10 FT
SIDE: (RANCH) 7.5 FT
REAR: 25 FT

LOT DRAINAGE NOTE

FOR ALL LOTS, SURFACE WATER MAY DRAIN ALONG SIDE LOT LINES AND REAR LOT LINES OF ADJACENT LOTS. NO OWNER OR RESIDENT MAY BLOCK, DIVERT, OR OTHERWISE IMPEDE SURFACE WATER DRAINAGE WITHIN 5 FEET OF A SIDE LOT LINE, WITHIN 10 FEET OF A REAR LOT LINE, OR WITHIN 20 FEET OF A REAR LOT LINE THAT IS ALONG THE EXTERIOR BOUNDARY OF THE COMMUNITY.

BOND NOTE

ESTIMATED COSTS: \$
MAINTENANCE BOND: \$

MAINTENANCE BOND BASED ON 25% OF ESTIMATED CONSTRUCTION COSTS

FINAL SUBDIVISION PLAT

WATERMIST PHASE 2B

AT MIRROR LAKE

(LOTS 001-2B - 044-2B)

PREPARED FOR

PULTE HOME COMPANY, LLC

LOCATED IN LAND LOTS 173 & 180

2TH LAND DISTRICT, 5TH SECTION

CITY OF VILLA RICA, DOUGLAS COUNTY, GA

OWNER / DEVELOPER

PULTE HOME COMPANY, LLC
2475 NORTHWINDS PARKWAY SUITE 600
ALPHARETTA, GA 30009
PHONE: 678.245.5208
CONTACT: ANDREW MOROZ
EMAIL: ANDREW.MOROZ@PULTE.COM


Pulte Home Company LLC
GA Division Office:
2475 Northwinds Pkwy | Suite 600 | Alpharetta, GA 30009
Pulte.com/Atlanta

SURVEYOR

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS 3
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DENVER YOUNGBLOOD
EMAIL: DYOUNGBLOOD@MAXRED.COM

ENGINEER

MAXWELL-REDDICK AND ASSOCIATES, INC
NORTHWINDS 3
2500 NORTHWINDS PKWY, SUITE 360
ALPHARETTA, GA 30009
PHONE: 404.693.1618
CONTACT: DAVID HENDRIX
EMAIL: DHENDRIX@MAXRED.COM

SANITARY MATERIAL LIST - PHASE 2B

•

1

PREVIOUSLY EXISTING TIE MANHOLES

•

34

NEW SANITARY MANHOLES

•

44

SANITARY SEWER SERVICE LATERALS

•

1,342

LF OF 6 INCH PVC SANITARY PIPE (LATERALS)

•

178

LF OF 8 INCH DIP SANITARY PIPE

•

3,728

LF OF 8 INCH PVC SANITARY PIPE

WATER MATERIAL LIST - PHASE 2B

•

5

FIRE HYDRANTS

•

5

6" HYDRANT VALVES

•

5

8 INCH GATE VALVES

•

1

8 INCH 3-WAY TEE

•

1

8 INCH WATER MAIN BEND

•

1,706

LF OF 8 INCH DIP WATER MAIN

THE WATER LINE SHOWN ALONG MIRROR LAKE PARKWAY IS A PREVIOUSLY EXISTING WATER MAIN. THE LATERALS FOR THE LOTS ALONG MIRROR LAKE PARKWAY TEE INTO THIS EXISTING MAIN.

STORM MATERIAL LIST - PHASE 2B

•

10

SINGLE WING CATCH BASINS (SWCB)

•

6

DOUBLE WING CATCH BASINS (DWCB)

•

6

JUNCTION BOXES (JB)

•

7

HEADWALLS (HW)

•

8

YARD INLETS (YI)

•

416

LF OF 15" CMP STORM PIPE

•

62

LF OF 15" RCP STORM PIPE

•

635

LF OF 18" CMP STORM PIPE

•

450

LF OF 18" RCP STORM PIPE

•

32

LF OF 24" CMP STORM PIPE

•

124

LF OF 24" RCP STORM PIPE

•

397

LF OF 30" CMP STORM PIPE

•

29

LF OF 30" RCP STORM PIPE

LOCATION MAP - NOT TO SCALE

GENERAL NOTES

1.

HORIZONTAL DATUM IS BASED ON NAD 1983 GA, WEST ZONE ESTABLISHED BY USING TRIMBLE VRS NOW NETWORK GPS. DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.

2.

LAND SURVEYORS, AS LICENSED PROFESSIONALS BY THE STATE OF GEORGIA, ARE NOT EXPERTS IN THE IDENTIFICATION OF WETLANDS, CEMETERIES OR BURIAL GROUNDS, ITEMS OF HISTORICAL OR CULTURAL SIGNIFICANCE; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH MATTERS WHICH MAY EXIST WITHIN THE LIMITS OF THIS SURVEY.

3.

PROPERTIES WITHIN THE LIMITS OF THIS SURVEY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR ARE OTHERWISE UNKNOWN TO THE SURVEYOR THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.

4.

CORNER PIN STATEMENT - 1/2" RE-BARS 24 INCHES IN LENGTH WITH PLASTIC CAPS LABELED LSF000953 SET ON CORNERS UNLESS OTHERWISE NOTED.

5.

WATER AND SANITARY SEWER SERVICES PROVIDED BY THE CITY OF VILLA RICA.

6.

EASEMENTS SHOWN ON THIS PLAT ARE CENTERED ON THE CONSTRUCTED STORM, SEWER, AND WATER SYSTEMS.

7.

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

8.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEY IN THE STATE OF GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

9.

HOUSE FINISHED FLOOR ELEVATIONS SHALL NOT BE LOWER THAN 4- FEET ABOVE THE 100-YEAR FLOODPLAIN.

10.

FOR LOTS UPSTREAM OF CULVERT CROSSINGS, FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN 2- FEET ABOVE THE LOW POINT IN THE ROAD.

15.

HOUSES ARE PROHIBITED WITHIN A DAM BREACH ZONE.

16.

CUSTOM STREET SIGNAGE WILL BE USED IN THIS DEVELOPMENT AND WILL BE PAID FOR BY THE DEVELOPER.

17.

THE DEVELOPER IS RESPONSIBLE FOR MONTHLY STREET LIGHT CHARGES FOR ONE YEAR IN ADVANCE.

18.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A FIELD CLOSURE OF 1 FOOT IN 83,070 FEET AND WAS ADJUSTED USING THE NETWORK LEAST SQUARES METHOD

19.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 1,005,786 FEET.

20.

A TRIMBLE S8 ROBOTIC TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

UTILITIES NOTE

THE UTILITIES ARE SHOWN AS PER THE LOCATION OF POLES, MANHOLES, VALVES, PEDESTALS, ETC., EXISTING DRAWINGS AND INFORMATION PROVIDED BY UTILITY PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE UTILITIES PROTECTION CENTER WAS CONTACTED ON FEBRUARY 15, 2022 AND TICKET NUMBER 220215-004122 WAS ISSUED FOR THIS SITE. UNDERGROUND DETECTIVE WAS CONTRACTED TO MARK THE UTILITIES ON THE SITE. THE UNDERGROUND DETECTIVE PERSONNEL COMPLETED THEIR FIELD WORK ON 01-25-2022. THIS APPLIES ONLY TO UTILITIES SHOWN ALONG THE PREVIOUSLY EXISTING RIGHTS-OF-WAY OF ALONG THE LIMITS OF PHASE 2B AND ALONG MIRROR LAKE PARKWAY.

UTILITIES SHOWN WITHIN THE LIMITS OF PHASE 2B WERE ASBUILT BY MAXWELL-REDDICK & ASSOCIATES.

FLOOD ZONE NOTE

BY GRAPHICAL PLOTTING, ACCORDING TO F.I.R.M. MAP NO. 13045C0157E WITH AN EFFECTIVE DATE OF 08-15-2019, THIS PROPERTY LIES WITHIN ZONE "X". ZONE "X" IS NOT A SPECIAL FLOOD HAZARD ZONE INUNDED BY THE 100-YR. FLOOD.

WETLAND NOTE

ALL TIDAL AND NON-TIDAL TRIBUTARIES, MARSH AREAS AND WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND /OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. OWNERS ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION AND APPROVAL FROM THOSE AGENCIES. WETLANDS AND WRESTED VEGETATION SHOWN WERE TAKEN FROM INFORMATION PROVIDED BY GAIA ENVIRONMENTAL CONSULTING, DATED JAN. 12, 2022. NO WETLANDS WERE DELINEATED AT THE TIME OF THE SURVEY.

ROAD LENGTH INFORMATION - PHASE 2B

TUPELO WAY	1,007 LF	(FROM THE PHASE LINE TO THE CUL-DE-SAC)
HILLWOOD CIRCLE	152 LF	(FROM THE PHASE LINE TO THE CUL-DE-SAC)
INLET COURT	167 LF	(FROM THE PHASE LINE TO THE CUL-DE-SAC)

Approved

July 2, 2024

4:24: PM

Bobby C. Elliott, PE

City Engineer


MAXWELL-REDDICK
AND ASSOCIATES
A PAPE DAWSON COMPANY

ENGINEERING &
LAND SURVEYING

40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE

NORTHWINDS 3
2500 NORTHWINDS PKWY,
SUITE 360
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

FINAL SURVEYOR CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



06-10-2024

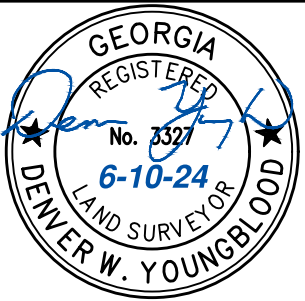
DENVER YOUNGBLOOD

REGISTERED GEORGIA LAND SURVEYOR NO. 3327

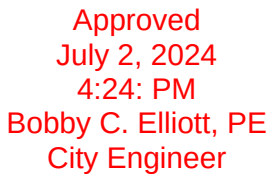
ADDRESS: 40 JOE KENNEDY BLVD., STATESBORO, GA 30458

TELEPHONE NUMBER: 912-764-4214

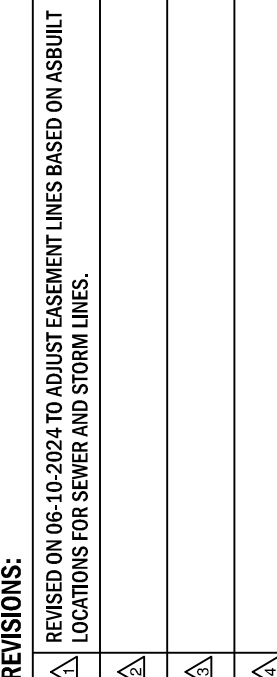
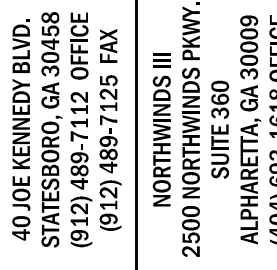
CERTIFICATE OF AUTHORIZATION
LSF000953



SHEET INDEX		REVISIONS:		DRAWN BY:	JTD	DRAWING NUMBER
SHEET 1:	COVER SHEET	△	REVISED ON 06-10-2024 TO ADJUST EASEMENT LINES BASED ON ASBUILT LOCATIONS FOR SEWER AND STORM LINES.	FIELD WORK:	TR, KR	
SHEET 2:	ZONING INFORMATION	△		DATE:	05-17-2024	
SHEET 3:	NOTES SHEET	△		JOB NO.:	2021-324	
SHEET 4:	TOTAL LAYOUT	△		SCALE:	AS SHOWN	
SHEET 5:	PHASE 2B LAYOUT 1	△				1 1 OF 9 SHEETS
SHEET 6:	PHASE 2B LAYOUT 2	△				
SHEET 7:	PHASE 2B LAYOUT 3	△				
SHEET 8:	PHASE 2B LAYOUT 4	△				
SHEET 9:	PHASE 2B LAYOUT 5	△				



**CERTIFICATE OF
AUTHORIZATION # LSF000953**



PRECISION DATA	FIELD EQUIPMENT
E.O.C. FIELD ERROR PER ANGLE ADJ. METHOD	TRIMBLE R12 GPS MAGNETIC LOCATOR TRIMBLE ACCESS
1 / 23.413 00° 00' 03.8" NETWORK LEAST SQUARES	

DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	05-17-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN

PHASE 2B NOTES

LEGEND

	= STORM LINE
S	= SANITARY SEWER LINE
W	= WATER LINE
FO	= FIBER OPTIC LINE
UCE	= UNDERGROUND POWER LINE
OHP	= OVERHEAD POWER LINE
X	= FENCE LINE
	= SANITARY MANHOLE (SSMH)
	= SANITARY LATERAL (SSLAT)
	= FIRE HYDRANT (FH)
	= WATER LATERAL (WLAT)
	= WATER VALVE (WV)
	= WATER BEND
	= WATER TEE
	= WATER PLUG
PP	= POWER POLE
LP	= LIGHT POLE
ET	= ELECTRIC TRANSFORMER
FOP	= FIBER OPTIC PEDESTAL
FOB	= FIBER OPTIC BOX
B.S.L.	= BUILDING SETBACK LINE
S/W	= SIDEWALK
P/L	= PROPERTY LINE
R/W	= RIGHT OF WAY
L.L.L.	= L.L.L.
S.S.E.	= SANITARY SEWER EASEMENT
D.E.	= DRAINAGE EASEMENT
CRBS	= CAPPED REBAR SET
CRBF	= CAPPED REBAR FOUND
BCRBF	= BENT CAPPED REBAR FOUND
RBF	= REBAR FOUND
BRBF	= BENT REBAR FOUND
PKNS	= P/K NAIL SET
PKNF	= P/K NAIL FOUND

STORM LEGEND

SWCB = SINGLE WING CATCH BASIN
DWCB = DOUBLE WING CATCH BASIN
JB = JUNCTION BOX
YI = YARD INLET
HW = HEADWALL

PIPE LEGEND

RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
DIP = DUCTILE IRON PIPE
PVC = POLYVINYL CHLORIDE PIPE

BUFFER LEGEND

- ① = 25' STATE WATERS BUFFER
- ② = 50' UNDISTURBED BUFFER
- ③ = 75' IMPERVIOUS SETBACK

DRAWING NUMBER

3

3 OF 9 SHEETS

FINAL SUBDIVISION PLAT

WATERMIST PHASE 2B AT MIRROR LAKE

PREPARED FOR

PULTE HOME COMPANY, LLC

LOCATED IN LAND LOTS 173 & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

LOT TABLE – PHASE 2B

LOT NUMBER	ACREAGE	SQUARE FEET
LOT 001-2B	0.281	12239.44
LOT 002-2B	0.255	11097.27
LOT 003-2B	0.249	10834.77
LOT 004-2B	0.242	10528.85
LOT 005-2B	0.229	9991.93
LOT 006-2B	0.218	9486.55
LOT 007-2B	0.289	12585.75
LOT 008-2B	0.289	12595.33
LOT 009-2B	0.209	9121.51
LOT 010-2B	0.247	10760.90
LOT 011-2B	0.243	10586.16
LOT 012-2B	0.271	11806.48
LOT 013-2B	0.218	9490.39
LOT 014-2B	0.225	9782.89
LOT 015-2B	0.251	10943.31
LOT 016-2B	0.218	9490.00
LOT 017-2B	0.318	13870.75
LOT 018-2B	0.345	15047.61
LOT 019-2B	0.260	11323.43
LOT 020-2B	0.389	16951.13
LOT 021-2B	0.353	15375.37
LOT 022-2B	0.398	17337.63
LOT 023-2B	0.247	10742.73
LOT 024-2B	0.224	9769.60
LOT 025-2B	0.291	12693.45
LOT 026-2B	0.319	13900.56
LOT 027-2B	0.275	11970.29
LOT 028-2B	0.413	17995.70
LOT 029-2B	0.369	16065.90
LOT 030-2B	0.386	16803.68
LOT 031-2B	0.260	11344.86
LOT 032-2B	0.327	14263.65
LOT 033-2B	0.254	11077.76
LOT 034-2B	0.257	11184.61
LOT 035-2B	0.246	10704.35
LOT 036-2B	0.218	9489.93
LOT 037-2B	0.217	9437.81
LOT 038-2B	0.247	10780.77
LOT 039-2B	0.245	10660.31
LOT 040-2B	0.245	10660.31
LOT 041-2B	0.240	10467.23
LOT 042-2B	0.218	9490.00
LOT 043-2B	0.218	9508.95
LOT 044-2B	0.246	10730.50
OPEN SPACE A	0.535	23288.15
OPEN SPACE B	13.232	576390.30

LINE TABLE – PHASE 2B

LINE	BEARING	DISTANCE
L1	N 10°17'22"E	54.49'
L2	N 10°00'30"W	36.80'
L3	N 10°00'30"W	35.83'
L4	S 68°46'50"W	33.60'
L5	N 26°56'13"W	50.00'
L6	S 62°57'23"W	45.77'
L7	N 21°53'59"W	69.96'
L8	N 31°24'35"W	50.62'
L9	N 67°14'02"E	11.15'
L10	N 36°26'50"W	55.83'
L11	S 81°42'12"E	65.39'
L12	S 76°08'24"E	93.21'
L13	S 35°34'40"E	114.73'
L14	S 74°56'33"E	77.52'
L15	S 22°42'26"E	27.41'
L16	S 70°02'52"W	60.91'
L17	N 75°27'52"E	7.29'
L18	N 75°27'52"E	57.64'
L19	S 64°23'00"W	14.17'
L20	S 64°23'00"W	61.71'
L21	S 75°27'52"W	64.93'
L22	N 78°41'13"E	51.78'
L23	N 87°03'08"E	51.78'
L24	S 27°02'37"E	18.79'
L25	S 61°12'39"E	24.84'
L26	S 43°28'26"E	19.86'
L27	S 22°03'05"E	43.15'
L28	S 17°51'36"E	48.23'
L29	S 11°26'41"E	50.07'
L30	S 06°43'00"E	40.53'
L31	S 01°21'31"W	52.26'
L32	S 07°24'07"W	48.76'
L33	S 14°06'18"W	48.76'
L34	S 20°48'28"W	48.76'
L35	S 27°30'39"W	48.76'
L36	S 34°12'49"W	65.78'
L37	S 40°50'02"W	67.42'
L38	S 21°12'17"W	19.56'
L39	S 21°12'17"W	45.59'
L40	S 12°00'12"W	32.60'
L41	S 04°43'01"W	32.76'

CENTERLINE LINE TABLE - PHASE 2B

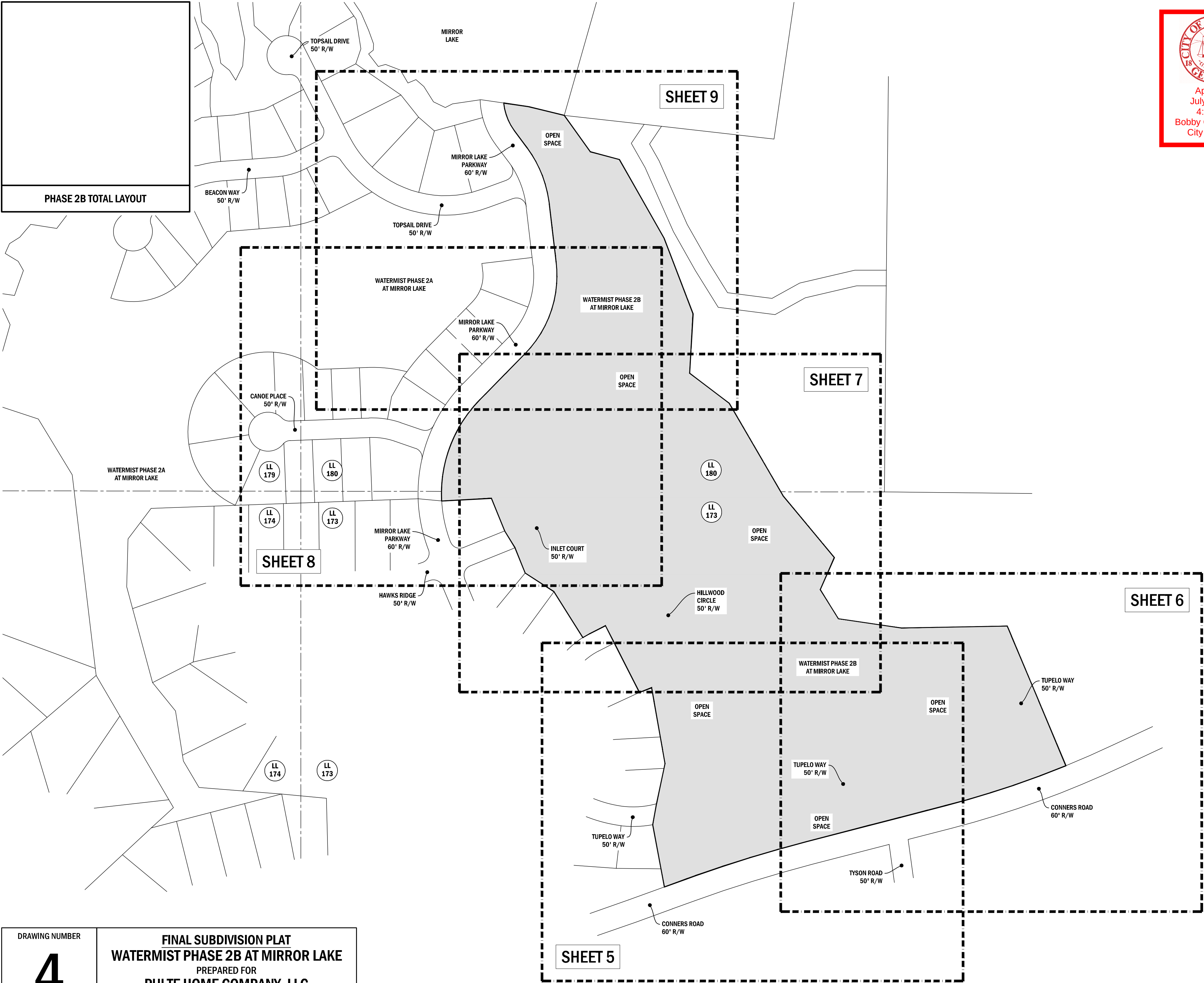
LINE	BEARING	DISTANCE
CLL1	N 74°30'16" E	211.40'
CLL2	N 75°27'52" E	64.93'
CLL3	N 64°23'00" E	146.60'
CLL4	N 62°57'23" E	151.86'
CLL5	N 67°57'29" E	166.88'

CURVE TABLE – PHASE 2B

LINE	BEARING	RADIUS	ARC	CHORD
C1	N 05°38'17"E	345.00'	104.94'	104.53'
C2	N 23°03'56"E	345.00'	104.94'	104.53'
C3	N 38°06'38"E	345.00'	76.25'	76.09'
C4	N 37°40'32"E	287.00'	68.26'	68.10'
C5	N 24°09'33"E	287.00'	67.15'	67.00'
C6	N 10°45'12"E	287.00'	67.15'	67.00'
C7	N 01°20'00"W	287.00'	53.94'	53.86'
C8	N 07°28'36"W	301.00'	7.99'	7.99'
C9	N 14°39'09"W	301.00'	67.40'	67.26'
C10	N 28°45'27"W	301.00'	80.80'	80.56'
C11	N 20°57'00"W	141.00'	76.03'	75.12'
C12	S 68°39'37"W	2427.33'	71.02'	71.02'
C13	S 70°21'33"W	2427.33'	73.40'	73.40'
C14	S 72°39'29"W	2427.33'	121.99'	121.98'
C15	S 74°46'44"W	2427.33'	58.28'	58.27'
C16	S 74°48'19"W	3400.00'	78.23'	78.23'
C17	S 73°31'52"W	3400.00'	73.01'	73.01'
C18	S 72°18'01"W	3400.00'	73.06'	73.05'
C19	S 71°04'07"W	3400.00'	73.13'	73.13'
C20	S 70°14'59"W	3400.00'	24.04'	24.04'
C21	N 76°58'21"E	275.00'	23.69'	23.68'
C22	N 83°36'40"E	174.77'	55.63'	55.40'
C23	S 75°30'13"E	174.77'	71.95'	71.45'
C24	N 77°37'11"E	125.04'	168.66'	156.16'
C25	N 44°59'24"E	175.00'	36.81'	36.74'
C26	N 63°14'24"E	175.00'	74.68'	74.11'
C27	N 77°58'54"E	175.00'	15.38'	15.37'
C28	N 86°55'52"E	175.00'	39.29'	39.21'
C29	N 84°33'04"E	224.69'	69.21'	68.94'
C30	N 70°03'40"E	224.69'	44.59'	44.52'
C31	N 20°48'31"E	50.00'	76.05'	68.93'
C32	N 74°34'44"W	50.00'	90.43'	78.60'
C33	S 23°43'53"W	50.00'	52.15'	49.81'
C34	S 29°07'08"W	24.07'	30.96'	28.87'
C35	S 78°52'24"W	175.00'	88.51'	87.57'
C36	S 85°26'28"W	220.92'	62.23'	62.02'
C37	S 76°29'30"W	220.92'	8.07'	8.07'
C38	S 65°59'55"W	225.00'	74.35'	74.01'
C39	S 47°44'55"W	225.00'	68.99'	68.72'
C40	S 77°37'11"W	74.86'	101.23'	93.69'
C41	N 76°14'42"W	225.43'	98.33'	97.55'
C42	S 82°52'11"W	225.43'	65.70'	65.47'
C43	N 72°12'36"E	25.00'	8.08'	8.04'
C44	S 72°31'32"E	25.00'	22.70'	21.93'
C45	S 85°41'50"E	50.00'	68.39'	63.18'
C46	N 28°22'57"E	49.99'	46.67'	44.99'
C47	N 25°05'36"W	49.99'	46.67'	44.99'
C48	N 78°34'10"W	49.99'	46.67'	44.99'
C49	S 68°49'28"W	49.99'	10.24'	10.22'
C50	S 60°08'13"W	225.00'	19.98'	19.97'
C51	N 63°00'08"E	50.00'	16.79'	16.71'
C52	N 24°33'22"E	50.00'	50.31'	48.21'
C53	N 32°09'09"W	50.00'	48.67'	46.77'
C54	N 88°51'40"W	50.00'	50.31'	48.21'
C55	S 29°56'04"W	50.00'	56.51'	53.55'
C56	S 32°45'06"W	24.60'	30.79'	28.82'

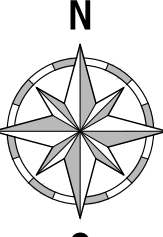
CENTERLINE CURVE TABLE – PHASE 2B

LINE	BEARING	RADIUS	ARC	CHORD
CLC1	N 75°52'23"E	250.00'	11.94'	11.94'
CLC2	S 84°36'37"E	200.00'	145.81'	142.60'
CLC3	N 77°37'11"E	100.00'	134.93'	124.93'
CLC4	N 57°12'53"E	200.00'	127.41'	125.27'
CLC5	N 84°24'50"E	200.00'	62.48'	62.22'
CLC6	N 78°52'24"E	200.00'	101.16'	100.08'



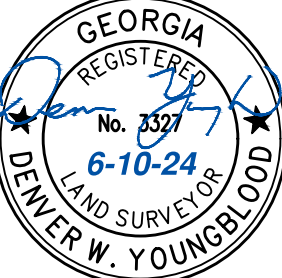


Approved
July 2, 2024
4:24: PM
Bobby C. Elliott, PE
City Engineer



GRID NORTH
GA. WEST ZONE

CERTIFICATE OF
AUTHORIZATION # LSF000953



DEWEY W. YOUNGBLOOD
LAND SURVEYOR

40 JOE KENNEDY BLVD.
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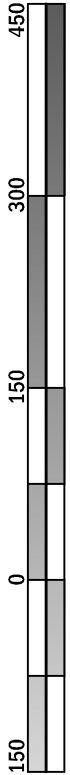
NORTHWINDS III
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 893-1618 OFFICE



MAXWELL-REDDICK
AND ASSOCIATES
A FAPE DAWSON COMPANY
ENGINEERING &
LAND SURVEYING

REVISIONS:	△	REVISED ON 06-10-2024 TO ADJUST EASEMENT LINES BASED ON ASBUILT LOCATIONS FOR SEWER AND STORM LINES.
	△	
	△	
	△	

GRAPHIC SCALE - 1" = 150'



PRECISION DATA

E.O.C. FIELD
ERROR PER ANGLE
ADJ. METHOD
E.O.C. PLAT

1 / 23.413
00° 00' 03.8"
NETWORK LEAST SQUARES
1 / 1,005,786

FIELD EQUIPMENT

TRIMBLE R12 GPS
MAGNETIC LOCATOR
TRIMBLE ACCESS
TRIMBLE S8 ROBOT

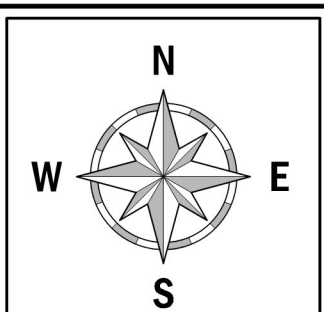
DRAWING NUMBER

4

4 OF 9 SHEETS

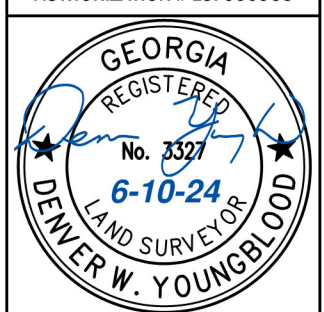
FINAL SUBDIVISION PLAT
WATERMIST PHASE 2B AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173 & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	05-17-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN



GRID NORTH
GA. WEST ZONE

CERTIFICATE OF
AUTHORIZATION # LSF000953



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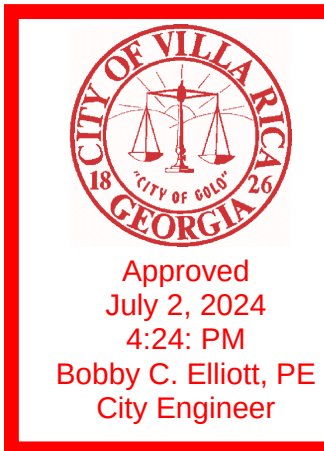


ENGINEERING &
LAND SURVEYING

REVISIONS:	
1	REVISED ON 06-10-2024 TO ADJUST EASEMENT LINES BASED ON ASBUILT LOCATIONS FOR SEWER AND STORM LINES.
2	
3	
4	

PRECISION DATA	
1 / 23.413	FIELD EQUIPMENT
00' 00" 03.8"	TRIMBLE HX12 GPS
ADJ. METHOD	MAGNETIC LOCATOR
E.O.C. PLAT	TRIMBLE ACCESS
	TRIMBLE S8 ROBOT

DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	05-17-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN



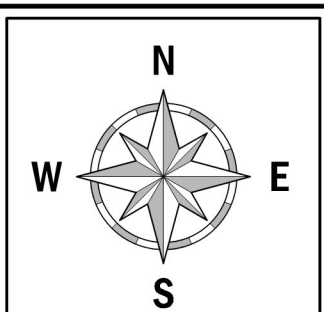
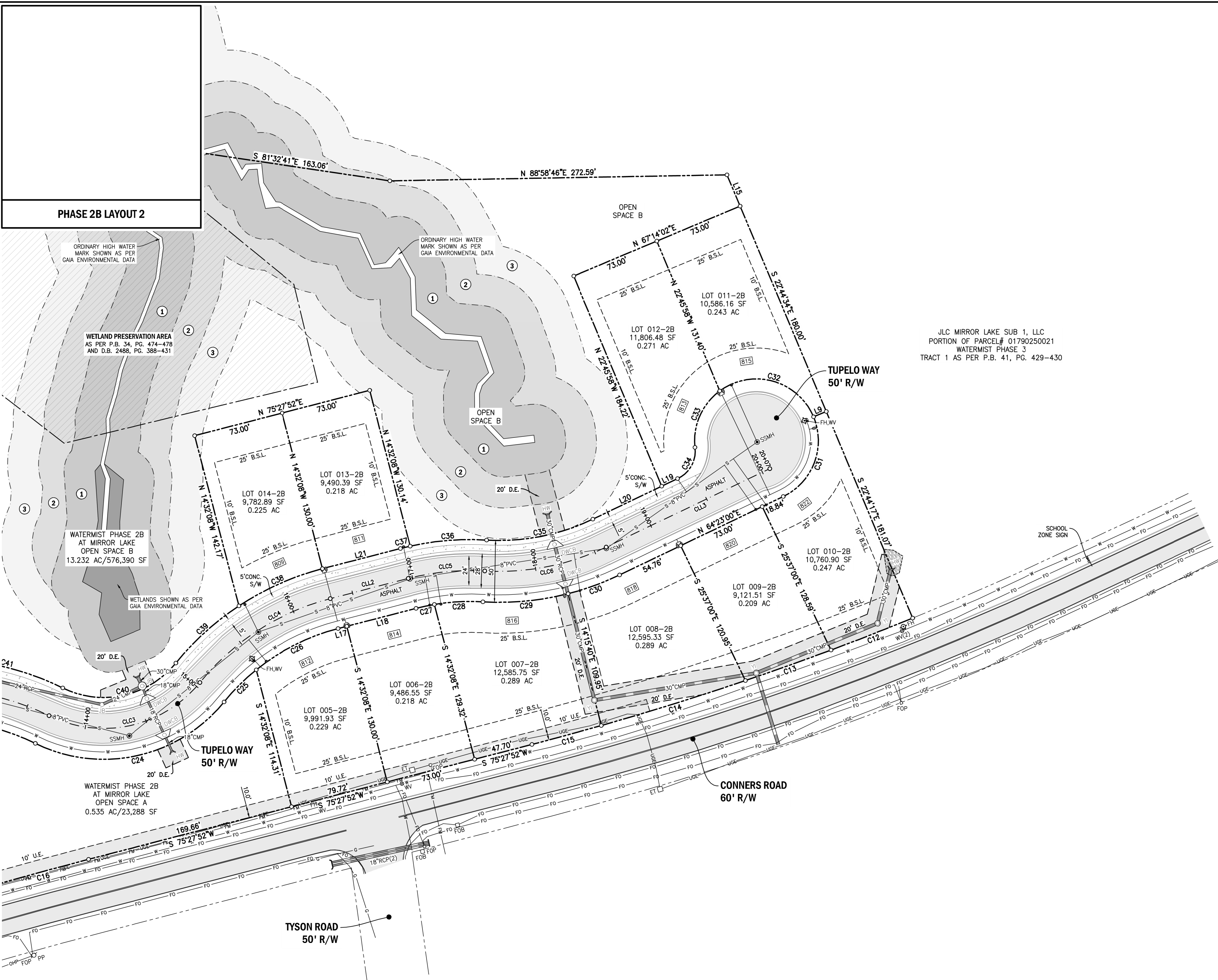
Approved
July 2, 2024
4:24: PM
Bobby C. Elliott, PE
City Engineer

DRAWING NUMBER

5

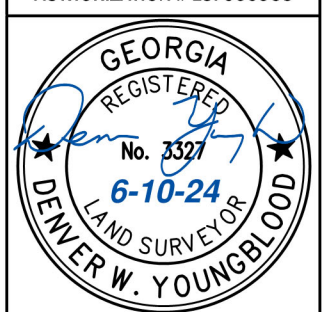
5 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2B AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173 & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA



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SUITE 360
ALPHARETTA, GA 30009
(404) 893-1618 OFFICE



REVISIONS:	REVISED ON 06-10-2024 TO ADJUST EASEMENT LINES BASED ON ASBUILT LOCATIONS FOR SEWER AND STORM LINES.

GRAPHIC SCALE - 1" = 50'	FIELD EQUIPMENT
	TRIMBLE R12 GPS
	MAGNETIC LOCATOR
	TRIMBLE ACCESS
	TRIMBLE S8 ROBOT
PRECISION DATA	
E.O.C. FIELD	1 / 23.413
ERROR PER ANGLE	00° 00' 03.8"
ADJ. METHOD	NETWORK LEAST SQUARES
E.O.C. PLAT	1 / 1,005,786

DRAWING NUMBER

6

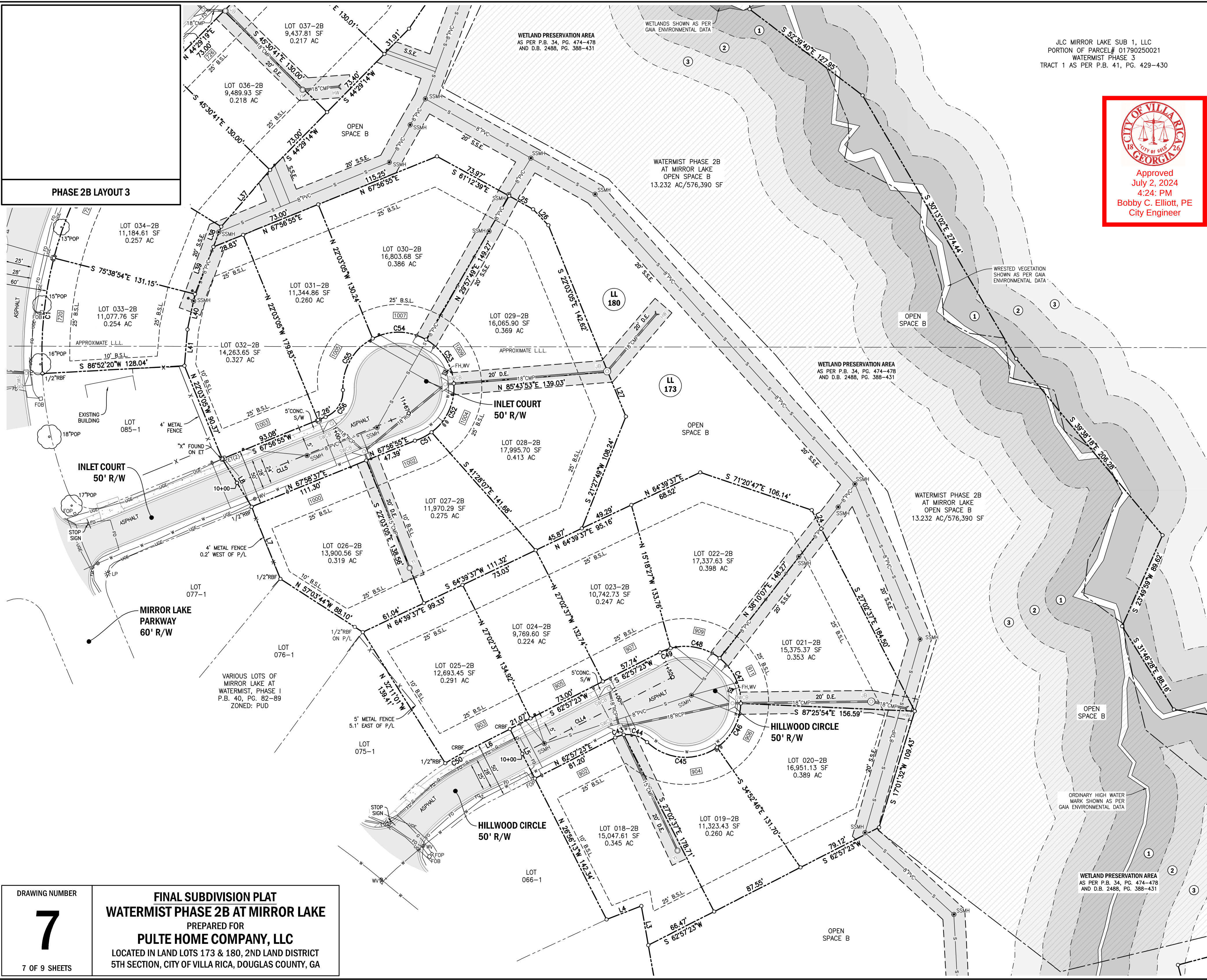
6 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2B AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173 & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA



Approved
July 2, 2024
4:24: PM
Bobby C. Elliott, PE
City Engineer

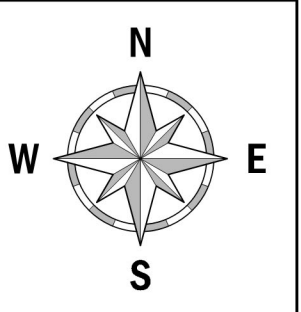
DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	05-17-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN



PHASE 2B LAYOUT 3

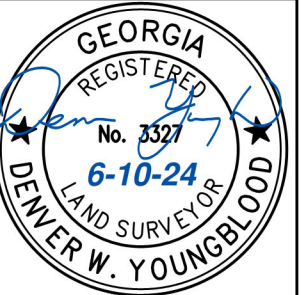
JLC MIRROR LAKE SUB 1, LLC
PORTION OF PARCEL# 01790250021
WATERMIST PHASE 3
TRACT 1 AS PER P.B. 41, PG. 429-430

CITY OF VILLA RICA
APPROVED
July 2, 2024
4:24 PM
Bobby C. Elliott, PE
City Engineer



GRID NORTH
GA. WEST ZONE

CERTIFICATE OF
AUTHORIZATION # LSF000953



40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX

NORTHWINDS III
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 893-1618 OFFICE



REVISIONS:	
1	REVISED ON 06-10-2024 TO ADJUST EASEMENT LINES BASED ON ASBUILT LOCATIONS FOR SEWER AND STORM LINES.
2	
3	
4	

GRAPHIC SCALE - 1" = 50'	
150	
100	
50	
0	
50	

PRECISION DATA	
E.O.C. FIELD	1 / 23.413
ADJ. METHOD	00' 00" 03.8"
E.O.C. PLAT	1 / 1,005.786

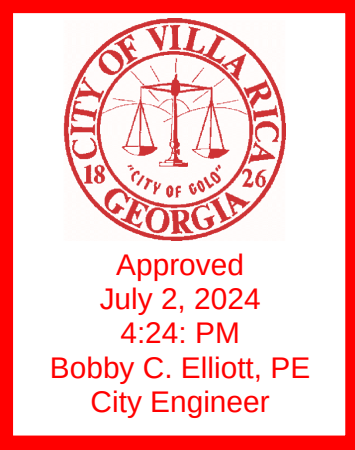
FIELD EQUIPMENT	
TRIMBLE R12 GPS	
MAGNETIC LOCATOR	
TRIMBLE ACCESS	
TRIMBLE S8 ROBOT	

DRAWN BY:	JTD
FIELD WORK:	TR, KR
DATE:	05-17-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN

DRAWING NUMBER
7
7 OF 9 SHEETS

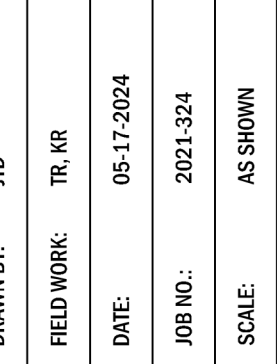
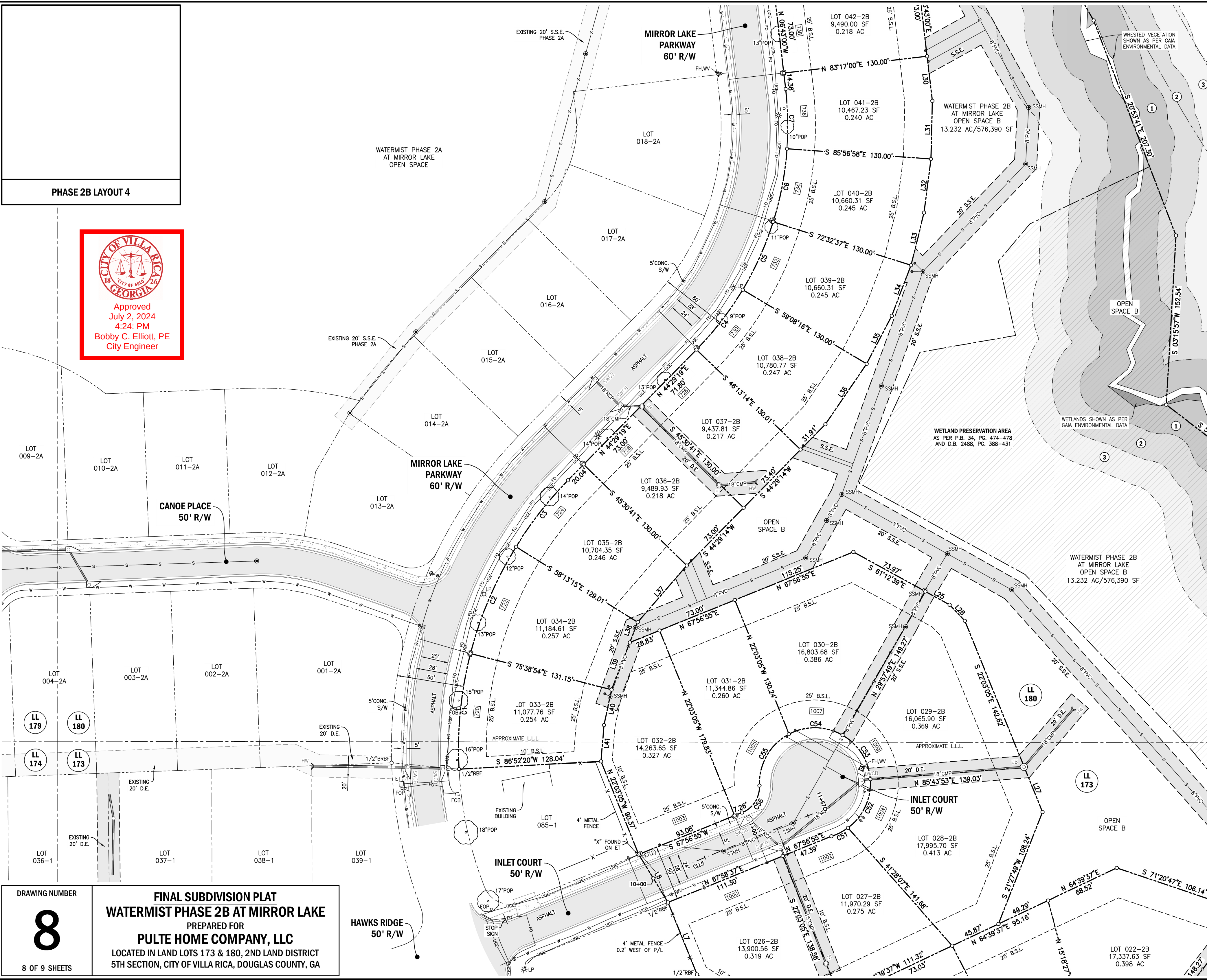
FINAL SUBDIVISION PLAT
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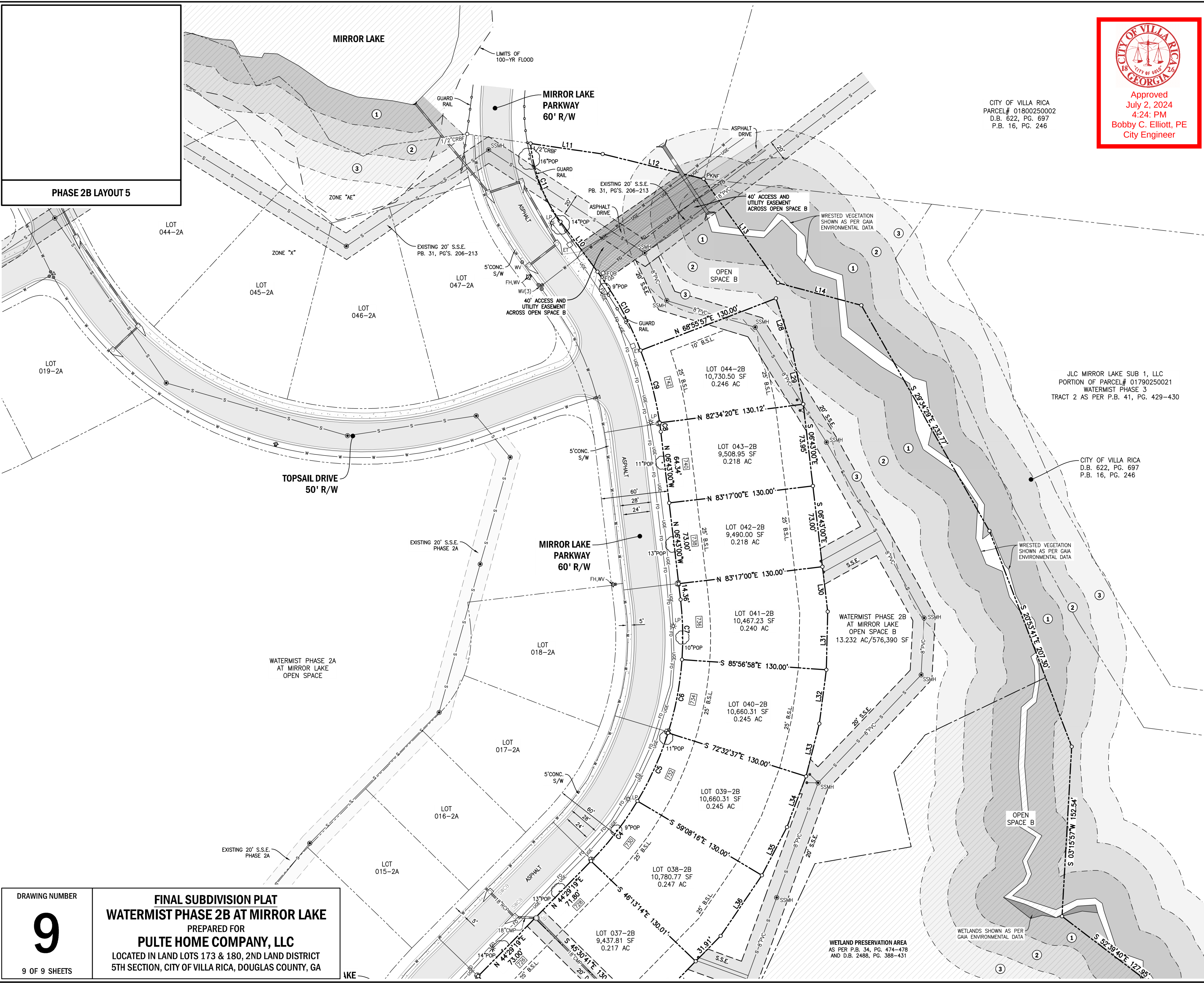
PHASE 2B LAYOUT 4



8 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2B AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173 & 180, 2ND LAND DISTRICT
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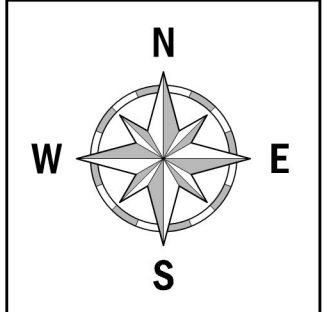




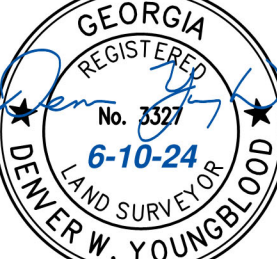


Approved
July 2, 2024
4:24: PM
Bobby C. Elliott, PE
City Engineer

CITY OF VILLA RICA
PARCEL# 01800250002
D.B. 622, PG. 697
P.B. 16, PG. 246



GRID NORTH
GA. WEST ZONE



CERTIFICATE OF
AUTHORIZATION # LSF000953

40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX

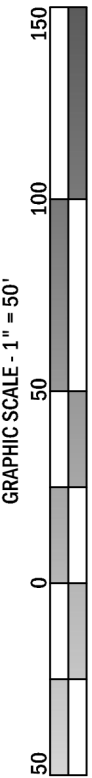
NORTHWINDS III
2500 NORTHWINDS PKWY.
SUITE 360
ALPHARETTA, GA 30009
(404) 893-1618 OFFICE



MAXWELL REDDICK
AND ASSOCIATES
A FAPE DAWSON COMPANY
ENGINEERING &
LAND SURVEYING

REVISIONS:			
1	REVISED ON 06-10-2024 TO ADJUST EASEMENT LINES BASED ON ASBUILT LOCATIONS FOR SEWER AND STORM LINES.		
2			
3			
4			

GRAPHIC SCALE - 1" = 50'



PRECISION DATA		FIELD EQUIPMENT
E.O.C. FIELD	1 / 23.413	TRIMBLE H12 GPS
ADJ. METHOD	00' 00" 03.8"	MAGNETIC LOCATOR
E.O.C. PLAT	1 / 1,005.786	TRIMBLE ACCESS
		TRIMBLE S8 ROBOT

DRAWING NUMBER

9

9 OF 9 SHEETS

FINAL SUBDIVISION PLAT
WATERMIST PHASE 2B AT MIRROR LAKE
PREPARED FOR
PULTE HOME COMPANY, LLC
LOCATED IN LAND LOTS 173 & 180, 2ND LAND DISTRICT
5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GA

DRAWN BY:	JTD
FIELD WORK:	TR. KR
DATE:	05-17-2024
JOB NO.:	2021-324
SCALE:	AS SHOWN



Quotation

DATE 6/25/2024

Quotation # 202406CKW0021

775 GA-42 N.
McDonough, GA 30253
Phone: 800-333-0695 Ext. 116
Cell: 678-274-8433
Email: kenny.wesley@amchar.com

Number of days Quote is Valid: 30
Quotation valid until: 7/25/2024

Quotation For: Villa Rica Police Department

101 Main St
Villa Rica, GA 30180

Contact Name: Sgt. Jason Gunkle
Email: jgunkle@villarica.gov
Phone: 678-840-1319
Fax:

Prepared by: [Kenny Wesley] Email: [kenny.wesley@amchar.com]

SALESPERSON	CUSTOMER ID	SHIP VIA	F.O.B. POINT	TERMS
CKW			Your Dept	N30

QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	AMOUNT
56	GLOGLAWPA475S302MOS6H2: G47 GEN 5 MOS DIRECT CUT HGA 9MM 4.5IN BBL HOLOSUN 509T RD AMG NTF/NTR BLK 3 17RD MAGS	\$812.32		\$45,489.92
1	TRADE IN VALUE FOR THE 36 KEL-TEC KS7 SHOTGUNS WILL BE \$225.00 EACH TOTAL TRADE VALUE CREDIT -\$8,100.00			(\$8,100.00)
1	TRADE-INS....UPON RECEIPT OF (56) ANTICIPATED USED GLOCK GEN 5 G17 -G19 HANDGUNS THE DEPARTMENT WILL BE ISSUED A CREDIT OF \$310.00 PER PISTOL EACH. TRADE IN CREDIT FOR 18 G42 HANDGUNS WILL BE \$220.00 TOTAL CREDIT AMOUNT WILL BE DETERMINED BY THE FINAL NUMBER OF TRADES RECEIVED. ESTIMATED TRADE IN CREDIT -\$21,320.00 ALL GUNS MUST COME WITH 3 MAGAZINES AND BE IN WORKING ORDER AND RUST FREE UNLESS PRIOR AGREEMENT HAS BEEN MADE. \$10.00 CHARGE FOR EACH MISSING MAGAZINE.			(\$21,320.00)

If you choose to purchase the above listed items, we will require a department purchase order as well as any federal excise tax exempt forms required. Some orders will require ORIGINAL INK signed paperwork per the request of the manufacturer. Orders will not be placed until the proper paperwork has arrived.
All paperwork should be faxed ATTENTION TO BILL @ Amchar Wholesale Inc.

SUBTOTAL	\$16,069.92
SHIPPING	
TOTAL DISCOUNT	
TOTAL	\$16,069.92

All Quotes subject to factory price stability and may change without notice. Prices quoted are contingent to signed acceptance of this quotation

quotation

To accept this quotation, sign here and return By Fax:

THANK YOU FOR YOUR BUSINESS!



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Firearm Disposition and Purchase
AGENDA DATE: 07/09/2024

DATE PREPARED: 06/26/2024
PREPARED BY: Chief M. Mansour

AMOUNT: \$24,848.52
GL ACCOUNT #: 212-3210-531600
FUNDING SOURCE: State Seizure Fund
BUDGETED ITEM? No
PUBLIC HEARING: No

PURPOSE: To trade inventory of shotguns and pistols for new pistols with red dot sight and holsters for sworn officers at the department.

BACKGROUND: Pistol shooting is one of the most difficult, dangerous, and high liability skills for a law enforcement officer. Firearms are a last resort for law enforcement officers to protect themselves and others from death or great bodily harm. Technology has advanced for law enforcement officers to have a red dot sight attached to the pistol. These sights have greatly improved shooting accuracy for officers across the United States. These sights are becoming the predominant sight for metro-Atlanta law enforcement pistols and are trending to be predominant sight in law enforcement nationwide.

STAFF RECOMMENDATION: We recommend you approve VRPD to trade inventory of shotguns and current duty pistols towards the purchase of Glock 47 pistols with Holosun 509T RD sight and holsters for all sworn officers at the police department and complete the purchase using the state drug seizure fund for the remaining balance.

IMPACT: Completing this purchase allows the agency to best prepare and equip officers for the most dangerous and volatile situations.

MOTION: I move to allow the police department to trade inventory of shotguns and current duty pistols towards the purchase of Glock 47 pistols with Holosun 509T RD sight and holsters for all sworn officers at the police department and complete the purchase using the state drug seizure fund for the remaining balance.



Bill To:

Villa Rica Police Department

Ship To:

Villa Rica Police Department
101 Main St
Villa Rica GA 30180

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you for your business, Ryan.

Subtotal	\$8,778.60
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$8,778.60



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Creating a No Left Turn Zone on Mirror Lake Blvd
AGENDA DATE: 7/9/2024

DATE PREPARED: 6/25/2024
PREPARED BY: Hal Burch

AMOUNT
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: The purpose of designating the Northbound Lane of Mirror Lake Blvd at the southernmost entrance of Villa Rica Town Center a No Left turn lane is to reduce excessive backups on Mirror Lake Blvd due to no traffic control device at that specific location of the road.

BACKGROUND: Since its opening we have received several complaints regarding vehicles turning left at that entrance with no right passing lane, it causes traffic to back up causing delays.

STAFF RECOMMENDATION: To allow staff to install No Left Turn signs on Mirror Lake Blvd at the southernmost entrance of Villa Rica Town Center and paint No Left Turn symbols on the roadway in front of the entrance.

IMPACT: Improve traffic flow on Mirror Lake Blvd.

MOTION: To approve staff to install appropriate signage & symbols.

ke Blvd

NO
LEFT
TURN

No left turn painted on
pavement





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Stop Signs on Cleghorn Street

AGENDA DATE: 7/9/2024

DATE PREPARED: 6/25/2024

PREPARED BY: Hal Burch

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: The purpose of adding the additional stop signs at the intersection of Villa Rica PKWY, Cleghorn & Darden Streets is to direct the increased traffic flow in a safe and orderly manner.

BACKGROUND: Until now the intersection was a 3-way stop & traffic was controlled by a single stop sign on Darden Street entering Cleghorn Street. Now that the intersection is a 4-way and traffic will increase dramatically it will be necessary to make it a 4-way stop to ensure safety for all travelers to the area.

STAFF RECOMMENDATION: To approve the addition of the stop signs traveling both directions on Cleghorn Street & outbound Villa Rica PKWY entering Cleghorn Street. Work will be performed in house by our Streets/Sign Departments.

IMPACT: Improve traffic & vehicular safety as well as the safety of the neighborhood impacted.

MOTION: To approve the addition of three Stop Signs at Villa Rica PKWY & Cleghorn Street.

Addition of 2 Stop signs in opposing positions on Cleghorn and 1 on Villa Rica Pkwy



Cleghorn St



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Delegation Agreement for Review and Approval of Sewer System Extensions

AGENDA DATE: July 9, 2024

DATE PREPARED: June 27, 2024
PREPARED BY: John Bain

AMOUNT: N / A
GL ACCOUNT #: N / A
FUNDING SOURCE: N / A
BUDGETED ITEM? N / A
PUBLIC HEARING: No

PURPOSE: To delegate the review and approval process of sanitary sewer extensions to the City and city staff.

BACKGROUND: Current rules and regulations allow the Georgia Environmental Protection Division (EPD) to delegate the approval process to local governments that have demonstrated the capability for such review and approval. The delegation means the local governments are authorized by the Division to review and approve the sewer extensions for construction. This includes new systems, extensions, and replacements of sanitary sewer systems.

The exclusions to this delegation include gravity sewers greater than 36" in diameter and pump stations with a capacity equal to or greater than 700 gallons per minute (one million gallons per day).

Lack of staffing at the EPD level has limited and caused delays in the review process. In house review and approval will improve the process.

STAFF RECOMMENDATION: Staff recommends the execution of the agreement with the Georgia Environmental Protection Division for the delegation of review and approval of sanitary sewer system extensions.

MOTION: I move to approve the Mayor to authorize the execution of the delegation agreement with the Georgia Environmental Protection Division for the review and approval of sanitary sewer system extensions.



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Jeffrey W. Cown, Director

Watershed Protection Branch

2 Martin Luther King, Jr. Drive
Suite 1470A, East Tower
Atlanta, Georgia 30334
404-463-1511

June 26, 2024

Mr. Tom Barber, City Manager
City of Villa Rica
571 Bankhead Highway
Villa Rica, Georgia 30180

RE: Proposed Sewer Delegation Agreement
City of Villa Rica
EPD # 2021-188
Carroll County, Tallapoosa River Basin

Dear Mr. Barber:

The Georgia Environmental Protection Division (EPD) has completed its review of the response to comments regarding the City of Villa Rica's (City) standard procedures for the proposed sewer delegation and finds them satisfactory. Please sign the attached agreement and return the original to this office. The authorized representative's original signature is required. The City should note that the delegation agreement is not effective until after execution by both the City and the EPD Director.

If you have any questions or concerns, please contact me at (678) 672-6037 or ethan.rhine@dnr.ga.gov.

Sincerely,

Ethan Rhine
Municipal Permitting Unit
Wastewater Regulatory Program

cc: Tom Barber, City of Villa Rica (tbarber@villarica.org)
John Bain, City of Villa Rica (jbain@villarica.gov)
Judson Turner, Gilbert Harrell (jturner@ghsmlaw.com)
Bobby Elliot, Bobby C. Elliot and Company, LLC. (elliottbobbyc63@gmail.com)

DELEGATION AGREEMENT FOR REVIEW AND APPROVAL OF SEWER SYSTEM EXTENSIONS

1.0 PURPOSE

Pursuant to Rules and Regulations for Water Quality Control Chapter 391-3-6 paragraph .02, the Environmental Protection Division (EPD) can delegate the review and approval of certain types of sewer system extensions to local governments that have demonstrated the capability for such review and approval. This delegation of responsibilities to local governments means the local governments are authorized by the Division to review and approve the sewer extensions for construction. Sewer systems include: new systems, extensions to new areas and replacement sanitary sewers. Types of sewer systems are limited to: gravity sewers, force mains and pumping stations.

The Division hereby delegates the review and approval of all sewer systems within and tributary to the **City of Villa Rica** with the following exclusions:

- Sewers greater than 36 inches in diameter.
- Pump stations with capacity of 700 gallons per minute and greater.

2.0 PROCEDURES

In order to fulfill the terms of this agreement, the **City of Villa Rica** hereby agrees to enact procedures which will accomplish the following:

- 2.1 Determine that the water pollution control plant (WPCP) to which the proposed sewer extensions will be tributary is capable of accepting the project wastewater for treatment.
- 2.2 Determine that the submain, principal sewer and interceptor to which the proposed sewers are tributary are capable of transporting the project's wastewater to the WPCP for treatment.
Pump and haul, pump and storage, and offline storage tanks cannot be allowed. . Adequate capacity must be provided from the sewer extension to the treatment plant.
- 2.3 Determine that the sewers are not constructed on or serving structures constructed or proposed to be constructed on solid waste landfills.
- 2.4 Determine that the proposed sewers have been designed by registered professionals in accordance with acceptable provisions of recognized design references in general use. References include: WEF Manuals(s) of Practice, ASCE Manuals and Reports on Engineering Practice, Recommended Standards for Sewage Works, latest Edition, Great Lakes Upper Mississippi River Board of State Sanitary Engineers (10-State Standards), Environmental Protection Agency (EPA) Publications, WEF Journals and other technical publications widely recognized in establishing design standards.

- 2.5 Review and approve completed plans and specifications for technical adequacy and conformance to applicable requirements and determine that they are suitable for bid and construction purposes. Plans and specifications must be prepared by registered professionals in accordance with Code Section 43-15-2 of the Official Code of Georgia Annotated relating to the regulation and certification of professional engineers and land surveyors and in accordance with Georgia Rules and Regulations for Water Quality Control 391-3-6-.02. Construction specifications must be approved by the EPD prior to adopting as the **City's** Standard Construction Specifications.
- 2.6 Ensure the reviews are performed under the supervision of a professional engineer registered in the State of Georgia.
- 2.7 Conduct construction inspections during construction to ensure that the construction is done in accordance with the approved plans and specifications and the Erosion and Sedimentation Act 12-7-1 et. seq. and all other related Acts and ordinances.
- 2.8 Ensure the construction inspections are performed under the supervision of a professional engineer registered in the State of Georgia.
- 2.9 Determine that the construction is done in accordance with approved plans and specifications prior to project acceptance.
- 2.10 Own and maintain the sewer system after project acceptance.
- 2.11 Maintain in a responsible manner, records and documentation of approved projects for EPD's overview.
- 2.12 Maintain an up-to-date set of sewer maps.
- 2.13 Ensure that all sewer extensions are consistent with the Georgia Department of Community Affairs approved service delivery strategy for the region.
- 3.0 OVERVIEW

In order to ensure compliance with this agreement, the **City of Villa Rica** agrees to cooperate with the EPD in a joint overview effort.

4.0 DISSOLUTION OF AGREEMENT

This agreement may be canceled without prior notice by the action of either party giving written notice of intent to cancel.

For the **Georgia Environmental Protection Division**

Date: _____

Jeffrey W. Cown
Director

For the **City of Villa Rica**

Date: _____

Jeff Reese
City Manager



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: PROPOSAL TO DESIGN A REPLACEMENT LIFT STATION BY BRENNAN JONES

AGENDA DATE: July 09, 2024

DATE PREPARED: June 27, 2024

PREPARED BY: Tom Barber

AMOUNT: \$58,000

GL ACCOUNT #: 505-4115-521215

FUNDING SOURCE: Water & Sewer

BUDGETED ITEM? Yes

PURPOSE: To approve a work order to design a replacement of the Hickory Falls lift station.

BACKGROUND: The Hickory Falls lift station is undersized and needs to be rebuilt. Brennan Jones has proposed to design, bid, and oversee construction of the new lift station for \$58,000.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: The new lift station will enable us to handle the sewer flow of the adjoining townhome development currently under construction. The developer is contributing to the cost of the upgrade.

MOTION: I move to authorize the Mayor to execute work order 17003.23 with Brennan Jones for an amount not to exceed \$58,000.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
CITY OF VILLA RICA, GEORGIA AND
BRENNAN JONES ENGINEERING ASSOCIATES, LLC
FOR
HICKORY FALLS PUMP STATION REPLACEMENT
June 26, 2024**

WORK ORDER NO. 17003.23

This Work Order has been prepared in accordance with the Agreement for Engineering Services between Brennan Jones Engineering Associates, LLC (BJEA) and City of Villa Rica, Georgia, dated September 15, 2017.

Introduction and Background

TPA Residential is developing a new 110-unit townhome development north of Hickory Level Road. Wastewater from this new residential development flow to the Hickory Falls pump station. The Hickory Falls pump station will need to be upgraded to support additional wastewater flow from the new development. As part of the development approval process, the City required capital from the developer on a per-unit basis to off-set construction cost for the required pump station improvements. The planned improvements for the pump station include complete replacement of the existing pump station with a new pump station in an adjacent location. Piping from the new pump station will connect to the existing force main near the pump station fenced area. As part of the project, easements for the pump station will be updated to include the limits of the new pump station site and pipeline areas.

Scope of Services

BJEA will perform the following task for this project:

Task 1 – Project Management and Coordination. Project management and coordination activities include design coordination meetings with the City, regulatory agencies, and others. This activity also includes costs for expenses including travel, copies, etc.

Task 2 – Topographic Surveying and Survey Control Points. BJEAs subconsultant, Professional Land Surveyors, LLC, will conduct surveying activities under BJEAs supervision. The survey will be limited to an area extending approximately 100 feet around the existing pump station fenced area. Horizontal and Vertical Control points will be established at the site. Property boundaries will be established using available deeds and plats obtained through courthouse records research. Field-run verification of existing manhole tops and inverts will be conducted to obtain exact pipe slopes, sizes and material in vicinity of the pump station site. In addition, underground utilities will be shown per markings placed by a Georgia 811 locate ticket. The deliverable for this task will include all of the elevation data described above provided in AutoCAD Civil 3D and .pdf formats. Survey data acquired under this task can and will be used to develop full design and permitting documents.

Task 3 – Easement Preparation. Easement plats and legal descriptions for the new sanitary sewer facilities will be prepared by BJEAs surveying subconsultant Professional Land Surveyors, LLC. The cost for preparing easements will be determined based on a fee of \$500 per parcel requiring an easement.

Task 4 – Geotechnical Investigation. BJEAs subconsultant UES, LLC, will conduct a geotechnical investigation at the proposed pump station site and along the force main pipeline route. The geotechnical investigation will identify locations where rock is present, and it will be used for foundation design for structures.

Task 5 – Engineering Design and Preparation of Plans and Specifications. BJEAs will design and prepare construction plans and specifications for the Hickory Falls pumping station, and related force main pipeline and sanitary sewer connections. The sewer facilities will be sized to receive flow from the gravity sewer service area. The force main from the pump station discharges into the Bay Springs sewer basin at Hickory Level Road. Construction plans and specifications will be submitted to GA EPD for review and approval. Advertisement and Bidding documents will be prepared and used for solicitation of bids from qualified contractors.

Work Order 17003.23
Hickory Falls Pump Station Replacement
City of Villa Rica, Georgia
June 26, 2024

Task 6 – Permitting. BJEa will prepare environmental permits required for pump station and associated pipeline construction. Permits include but are not limited to the following: GA EPD and Erosion & Sedimentation Control permitting.

Task 7 – Bid Phase Services. BJEa will perform the following Bid Phase services in Preparation of construction contract documents for bidding

- Provide the advertisement to bid and assist with project advertisement through publication on GLGA Marketplace Website and local plan advertisement rooms.
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre-bid conference
- Interpretation of bid documents and issue addenda as required
- Attend the bid opening and open bids
- Evaluate bids and provide recommendations for award

Task 8 –Construction Phase Services. BJEa will perform the following Construction Phase services in conjunction with this task:

- Provide conformed contract execution documents
- Conduct a preconstruction conference
- Receive and review submittals
- Provide interpretations of plans and specifications
- Review pay requests and make payment recommendations
- Provide periodic on-site construction observation
- Conduct substantial completion inspection and construction deficiency list
- Conduct final completion inspection
- Provide a recommendation for final acceptance

Schedule

We anticipate that the design services outlined above will be completed within 2 months including final delivery of 100% Design Plans and Specifications are subject to review by Villa Rica, and any environmental permitting if required. Construction for the facilities is anticipated to take 9 months to complete.

Fee

The fee for engineering services outlined above will be performed on a Lump Sum (LS) or Hourly (H) basis including expenses as shown below. BJEa will submit invoices on a monthly basis for services completed during the previous month. The following is a breakdown of fee by tasks associated with the scope of services outlined above.

Task Description	Budget
Task 1 – Project Management	\$3,000.00 (H)
Task 2 – Survey Control Points and Limited Topographic Surveying	\$5,500.00 (LS)
Task 3 – Easement Preparation	\$1,000.00 (H)
Task 4 – Geotechnical Investigation	\$5,500.00 (LS)
Task 5 – Design and Preparation of Plans and Specifications	\$26,000.00 (LS)
Task 6 – Permitting	\$1,500.00 (LS)
Task 7 – Bid Phase Services	\$5,500.00 (H)
Task 8 –Construction Phase Services	\$10,000.00 (H)
Total	\$58,000.00

Reimbursable Expenses (mileage, copies, etc.) are included in the budget above. Any services, which are not included in the scope of services will be performed on a time and expense basis in accordance with the attached Unit Rate Schedule after written authorization has been received from the Client. For any authorized additional services, BJEa will submit a detailed invoice for services on a monthly basis for all project related activities and services completed during the prior month.

Work Order 17003.23
Hickory Falls Pump Station Replacement
City of Villa Rica, Georgia
June 26, 2024

OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of June 26, 2024.

CONSULTANT

OWNER

**BRENNANJONES ENGINEERING
ASSOCIATES, LLC**

CITY OF VILLA RICA, GEORGIA



Brennan D. Jones, P.E.
Principal

Jeff Reese
Interim City Manager

Date June 26, 2024

Date _____

Hickory Falls Pump Station Replacement
City of Villa Rica, GA
Work Order 17003.23

Task Description	Budget
Task 1 – Project Management	\$3,000.00 (H)
Task 2 – Topographic Surveying and Survey Control Points	\$5,500.00 (LS)
Task 3 – Easement Preparation	\$1,000.00 (H)
Task 4 – Geotechnical Investigation & Construction Materials Testing	\$5,500.00 (H)
Task 5 – Engineering Design and Preparation of Plans and Specifications	\$26,000.00 (LS)
Task 6 – Permitting	\$1,500.00 (LS)
Task 7 – Bid Phase Services	\$5,500.00 (H)
Task 8 –Construction Phase Services	\$10,000.00 (H)
Total	\$58,000.00

\$33,000.00

Construciotn Cost based on 8% of Engineering Fee
\$412,500.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: PROPOSAL TO DESIGN WATER MAIN EXTENSION ALONG HIGHWAY 61 NORTH BY CARTER & SLOOPE

AGENDA DATE: July 09, 2024

DATE PREPARED: June 27, 2024

PREPARED BY: Tom Barber

AMOUNT: \$54,500

GL ACCOUNT #: 505-4115-521215

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve an addendum to our master services agreement with Carter & Sloope to design a water main extension along Highway 61 north to our connection point with the Douglas County Water Authority.

BACKGROUND: The City has a 12-inch water main along parts of Highway 61 north but it does not extend all the way to our connection point with the Douglas County Water Authority. We are anticipating an increasing dependency on Douglas for our water purchases and need a second high-functioning connection point. Currently we have a metered connection on Highway 61 that is not adequate. Carter & Sloope has proposed to design, bid, and oversee the construction of the water main extension for an amount not to exceed \$54,500.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: This water line will be needed once we construct a pump station on Highway 61 north.

MOTION: I move to authorize the Mayor to execute addendum number 26 with Carter & Sloope for an amount not to exceed \$54,500.



June 26, 2024

Mr. Tom Barber
City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 26 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Hwy 61 Water Main Upgrade (2024)

Dear Mr. Barber:

Carter & Sloop, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 26 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 Highway 61 Water Main Upgrade (2024). More specifically, the proposed 12" water main upgrade is along Highway 61/Dallas Highway from the new North Bypass roundabout approximately 2,600 LF to the Douglasville-Douglas County Water and Sewer Authority connection point near Macedonia Drive/Macedonia Baptist Church. The new 12" water main would replace the existing 6" water main so additional water could be purchased from the DDCWSA. 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 rights-of-way 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 2024.

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 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 a permit will be required for GDOT and EPD. These permit applications will be submitted as soon as possible in order to obtain the approvals 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.

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 (RFI's) 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 Basis</u>
1	Engineering Design & Permitting	Lump Sum \$ <u>30,500</u>
2	Bidding	Lump Sum \$ <u>3,500</u>
3	Contract Admin/Construction Review	Lump Sum \$ <u>20,500</u>

Total Estimated Fee, Task 1-3 = \$54,500

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.

Sincerely,

June 26, 2024



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.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: PROPOSAL TO DESIGN A WATER PUMP STATION ON HIGHWAY 61 NORTH BY CARTER & SLOOPE

AGENDA DATE: July 09, 2024

DATE PREPARED: June 27, 2024

PREPARED BY: Tom Barber

AMOUNT: \$129,000

GL ACCOUNT #: 505-4115-521215

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve an addendum to our master services agreement with Carter & Sloope to design a water pump station along Highway 61 north at our connection point with the Douglas County Water Authority.

BACKGROUND: The City has a 12-inch water main along parts of Highway 61 north but it does not extend all the way to our connection point with the Douglas County Water Authority. We are anticipating an increasing dependency on Douglas for our water purchases and need a second high-functioning connection point. Carter & Sloope has proposed to design, bid, and oversee the construction of a new water pump station for an amount not to exceed \$129,000.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: This water pump station will give us a second functioning connection point with Douglas County Water Authority.

MOTION: I move to authorize the Mayor to execute addendum number 27 with Carter & Sloope for an amount not to exceed \$129,000.



June 26, 2024

Mr. Tom Barber
City Manager
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 27 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Hwy 61 Booster Pump Station (DDCWSA)

Dear Mr. Barber:

Carter & Sloop, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 27 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 Highway 61 Booster Pump Station. More specifically, the proposed booster pump station would be located at the existing Douglasville-Douglas County Water and Sewer Authority connection point near Hwy 61 and Macedonia Drive/Macedonia Baptist Church. The new booster pump station would be installed as a redundant supply from the DDCWSA that could push water into the City's system. 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 site. 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 rights-of-way will also be researched and confirmed by the registered surveyor. It is assumed that the booster pump station will be located on a piece of property acquired by the City. We have included fees for preparing the required property plat.

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 booster pump station. The construction drawings will include a cover sheet, general layout map, construction plans, and standard details. Construction plans will be generated using AutoCAD Version 2024.

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 and layout of the proposed booster pump station and connection points. 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 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 a permit will be required for GDOT and EPD. These permit applications will be submitted as soon as possible in order to obtain the approvals 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.

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 (RFI's) 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 Basis</u>
1	Preliminary	Lump Sum \$ <u>10,000</u>
2	Engineering Design & Permitting	Lump Sum \$ <u>78,000</u>
3	Bidding	Lump Sum \$ <u>3,500</u>
4	Contract Admin/Construction Review	Lump Sum \$ <u>35,000</u>
5	Property Plat	Lump Sum \$ <u>2,500</u>

Total Estimated Fee, Task 1-5 = \$129,000

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.

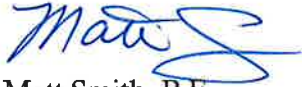
Reimbursable Expenses/Sub-Consultants

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.

June 26, 2024

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.