

**OXFORD MAYOR AND COUNCIL  
SPECIAL CALLED VOTING MEETING  
APRIL 17, 2023 – 6:30 P.M.  
Oxford City Hall – 110 W. Clark Street, Oxford, GA 30054**

**A G E N D A**

1. Call to Order, Mayor David S. Eady
2. Motion to accept the Agenda for the April 17, 2023 Mayor and Council Special Called Meeting.
3. **\*Consider Authorization for the Mayor to execute Task Orders with Jordan Engineering (for Survey) and Atkins for Construction Plans for Whatcoat Street Intersection Realignment with W. George Street** – The Jordan Engineering Task Order is \$9,760, and the Atkins Task Order is \$61,583. Note, the Capital Budget has \$200,000 in FY 2023 under the DDA for Architecture and Engineering for Town Center Development. Additionally, we have \$300,000 for this project in the FY 2024 Capital Budget and this could be used for construction.

Brian Bolick, VP and Senior Division Manager, Southeast at ATKINS is available to review these task orders. In order to improve traffic safety and accommodate the Whatcoat Building design, Whatcoat Street will be realigned to a 90-degree intersection with George Street.

4. **Consider Authorization for the City to accept the lowest material and contractor bids for residential electrical service lines being undergrounded and to enter into a repayment agreement with Benjamin and Anna Katiuzhinsky:** This project will underground 804B, 804C, and 804D Emory Street. These expenses will be a pass through cost for the City and will be reimbursed by Benjamin and Anna Katiuzhinsky.
5. Adjourn

\*Attachments

## **Scope of Services: Whatcoat Street Intersection Realignment 3.10.23**

### **Project Overview:**

The proposed project consists of the realignment of the existing intersection of Whatcoat Street and W. George Street at the common intersection with N. Emory Street/GA Highway 81 in Oxford, Georgia. The road realignment and intersection improvements will allow for the development of two future buildings and additional alley/road connection to GA Highway 81 (not included in current scope of work). The main focus of work will be associated with the road realignments. No on-street parking will be designed as part of the plan package.

Atkins will provide the services as follows:

### **Task 1. Limited Due Diligence**

Atkins will visit the site and coordinate with the local governing agencies to ensure that the proposed work is done in accordance with the existing site conditions and current governmental standards. Atkins will contact and/or meet with the local agencies to determine the processes required for development. We assume one in-person meeting (6-hours each; includes travel time and preparation of meeting minutes) at the City offices and 2 teleconferences (1-hour each) during the Limited Due Diligence Phase.

### **Task 2. Survey**

The City has had a survey of this property prepared in the past by others. It is understood that the City will engage the prior surveyor to update their survey for use by Atkins in this project. Therefore, any surveying by Atkins is excluded from this scope of services. The updated survey to be provided must include the following:

- Utility Records Research
- Utility Designation
- GPS Control Monuments
- TBM Digital Leveling
- Conventional Control Surveying
- Property Research
- Property & ROW Surveys
- Topo & Utility Survey
- Storm Water Survey - The location of storm sewer manholes, catch basins, drop inlets, and drainage culverts must include the following:
  - Elevation of manhole and drain inlet rims.

- Inlet elevation outlet pipes and direction of flow.
- Locations, sizes, and materials (when possible) of pipes.
- For pipes extending beyond the survey limits, the location of the first structure outside the limits.
- Top of headwall and invert elevations of culverts.
- Sanitary Sewer Survey – This must include the location of sanitary sewer manholes, grease trap manholes, and cleanouts within the project limits. The location of sanitary sewer manholes will include the following:
  - Elevation of manhole rim.
  - Inlet elevation outlet pipes and direction of flow.
  - Locations, sizes, and materials (when possible) of pipes.
  - For pipes extending beyond the survey limits, the location of the first structure outside the limits.

### **Task 3. Schematic Site Plan:**

The basis for the Schematic Site Planning phase activities will be the Proposed Improvements Concept Plan, last revised March 18, 2020, prepared by Jordan Engineering (Exhibit A). Atkins will utilize the approved Concept Plan, information obtained from the Limited Due Diligence Phase, the existing conditions survey (prepared as part of this project), and Client input to prepare schematic site plan(s). This proposal includes a total of one schematic site plan and one revision.

Atkins will prepare one schematic site plan for the proposed road alignment for City review.

All studies and investigations normally required as the basis of sitework construction must be made available to Atkins (a sub-surface geotechnical engineering report, etc.).

It is anticipated that this project will not increase impervious areas; therefore, no formal stormwater/hydrology analysis is included in the design.

We assume that no in-person meetings will be required in this phase. All coordination will be via one teleconference (1-hour maximum).

### **Task 4. 50% Construction Document Phase:**

The basis for the 50% Construction Document Phase will be the approved Schematic Site Plan. Using the approved site plan, and considering governmental requirements and Client and design team review comments Atkins will begin the preparation of the 50% construction documents. The plan development will generally follow the GDOT Plan

Presentation Guide requirements. The project will reference GDOT Specifications for construction (no separate specifications will be prepared). The 50% construction document phase will consist of the following:

- a. Digital base for the project will be from the current existing conditions survey. Site development plans will be prepared in a Computer-Aided Drafting and Design (CADD) format.
- b. Cover Sheet
- c. Index Sheet
- d. General Notes
- e. Site Demolition Plan
- f. Mainline Plans
- g. Drainage Area Map
- h. Utility Plans
- i. Preliminary storm drainage system design, including locations and approximate sizes of related structures and piping. No stormwater management/detention is included.
- j. Perform Quality Control Review in accordance with Atkins QA/QC Procedures.
- k. Attend design coordination meetings. Assume one in-person meeting (6-hours each; includes travel time and preparation of meeting minutes) at the City's office and 4 teleconferences (1-hour each) during the Design Development Phase.

#### **Task 5. 100% Construction Document Phase:**

Atkins will proceed with the development of the 100% Construction Documents. Atkins will incorporate Client and design team review comments on the 50% construction document submittal to begin the preparation of the final construction documents. In addition to the plans noted in the 50% Construction Document Phase, Atkins will prepare the following plans in this phase:

- a. Typical Sections
- b. Driveway Profiles
- c. Special Grading Drawing, if required
- d. Drainage Profiles
- e. Cross Sections
- f. Signing and Marking Plans and Details
- g. Construction Details
- h. Erosion Control Plans, Notes, and Details in accordance with GA EPD NPDES permit requirements.
- i. Perform Quality Control Review in accordance with Atkins QA/QC Procedures.
- j. Attend design coordination meetings. Assume one in-person meeting (6-hours each; includes travel time and preparation of meeting minutes) at the City's office and 4 teleconferences (1-hour each) during the Construction Documents Phase.

### **Task 6. Permitting Phase:**

Plans will be submitted to the City of Oxford for Land Disturbance Permitting (stormwater management and erosion control review) and GDOT for a Special Encroachment Driveway Permit. It is anticipated that the disturbed area will be greater than one acre and that a GA EPD Erosion Control Permit will be required. Atkins anticipates that all submittals will be made electronically, and no face-to-face meeting(s) will be required.

No permit expediting is included in the permit processing with the City of Oxford or GDOT.

### ***Assumptions & Exclusions:***

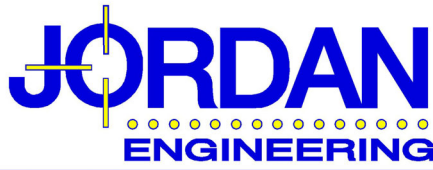
1. Atkins will apply for approval of the construction documents from the City of Oxford. The Client will be responsible for all submittal fees, review fees, recording fees, permit fees, construction inspection fees, and any other development fees associated with these approvals.
2. All information, documentation, authorization, and fees will be provided by the Client in a timely manner to Atkins for execution of these services.
3. Atkins will not be responsible for any mechanical, electrical, and/or structural services that are in support of the proposed buildings or proposed landscape improvements.
4. Atkins shall not be responsible for hardscape detailing including: signage, lighting, paving, sub-drainage, and walls.
5. Any professional services not specifically identified in the above scope of services will be provided as an additional service over and above the professional service fees and/or reimbursable expenses and will be billed hourly in accordance with the hourly rate schedule included in Attachment 'B.'
6. Additional design services due to major plan changes or revisions after plans have been approved by the Client will be considered additional services and will be billed hourly.
7. The following services are also specifically excluded from this scope of work:
  - a. Retaining wall design and pavement design recommendations of any kind or type.
  - b. No hydrology study of any kind or type.
  - c. Traffic engineering/modeling and analysis of any kind or type.
  - d. Landscape and irrigation design of any kind or type.
  - e. Site wayfinding or graphics design of any kind or type.
  - f. Wetland services/permitting of any kind or type.
  - g. The preparation of a special grading plan of any kind or type.
  - h. No structural items are within this scope, such as, walls, pavements.
  - i. No water features are included.
  - j. Environmental assessments and permitting of any kind or type.

- k. Geotechnical analysis and construction material testing of any kind or type.
- l. Off-site utility design of any kind or type.
- m. Perspective renderings of any kind or type.
- n. Plans for phased project other than identified.
- o. Offsite easement, right-of-way descriptions or agreements of any kind or type.
- p. Guaranteed issuance or receipt of permits.
- q. Construction surveying services of any kind or type.
- r. Construction Administration Services of any kind or type.
- s. Site lighting design of any kind or type.
- t. Field services related to the NPDES monitoring of any kind or type.
- u. Permit expediting of any kind or type.
- v. Any meetings in excess of what is identified within the scope above will be billed on hourly rate basis in accordance with the Atkins Attachment 'B' 2022-23 Hourly Rate Schedule.

Fees:

Tasks 1 and 6, including expenses, will be performed for a lump sum fee \$61,583. This fee is broken down by task as follows:

Task 1.	\$ 5,773.00	Limited Due Diligence
Task 2.	\$ 0.00	Excluded-Survey by others
Task 3.	\$ 2,229.00	Schematic Site Plan
Task 4.	\$ 14,287.00	50% Construction Documents
Task 5.	\$ 23,714.00	100% Construction Documents
Task 6.	\$ 13,430.00	Permitting
Expenses	\$ 2,150.00	Reimbursable Expenses



144 N. Warren Street, Monticello, Georgia 31064  
 (706) 468-8999 www.jordan-eng.com

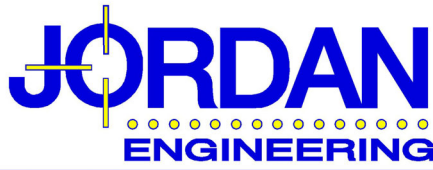
# Proposal

Date	Proposal No.
3/9/2023	1964

## Client

City of Oxford  
 Att: Bill Andrew, City Manager  
 110 W. Clark Street  
 Oxford, GA 30054

		Project			
		Oxford Whatcoat AB mapping			
Work Phase	Task/Item	Qty	Units	Unit Cost	Total
	Private utility locate, UAV survey, and asbuilt mapping of about 5 acres in the vicinity of Whatcoat and W. Clark Streets in Oxford, Georgia as shown on the attached Exhibit A as provided by the client				
<b>UAV Imagery</b>	Set and survey targets and collect high-resolution UAV imagery for asbuilt survey mapping orthomosaic image	4	Crew hrs	150.00	600.00
<b>Control monuments</b>	Set and survey four capped-rebar permanent survey control monuments and provide control data to the client	2	Crew hrs	150.00	300.00
<b>Imagery / virtual survey</b>	Data management, imagery processing, virtual survey to extract point and breakline data, TIN creation, and planimetric linework to create topo surface and feature mapping	12	RLS hrs, ...	150.00	1,800.00
<b>Conventional survey</b>	Conventional and GNSS survey data collection of site features not accessible from UAV imagery such as utility inverts and areas obscured by vegetation	18	Crew hrs	150.00	2,700.00
<b>Mapping</b>	Compilation of data from various sources and preparation of CAD file. Deliverables will include a dwg CAD file in Autodesk Civil 3D (2023), a pdf image, and 3 signed bond prints on D-sized paper.	12	CAD hrs	130.00	1,560.00
		<b>Total</b>			



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# Proposal

Date	Proposal No.
3/9/2023	1964

## Client

City of Oxford  
 Att: Bill Andrew, City Manager  
 110 W. Clark Street  
 Oxford, GA 30054

		Project			
		Oxford Whatcoat AB mapping			
Work Phase	Task/Item	Qty	Units	Unit Cost	Total
<b>Utility locate</b>	<p>The asbuilt mapping will include 1-foot contour interval topo mapping and will depict above-ground features such as buildings, streets, curb/gutter, signs, and specimen trees. Utility mapping will include above-ground utility features such as power poles and junction boxes, inverts of accessible storm and sanitary sewer structures. The mapping will include locations of paint / flags placed by our utility locate subcontractor indicating below-ground utility locations and depths/materials where that information is available.</p> <p>All mapping will reference Georgia State Plane, west zone NAD83(2011) in US survey feet. The vertical data will reference NAVD88 in feet.</p>				
	<p>We solicited two underground utility locate proposals, one from Ground Hawk and one from Blood Hound. We propose to subcontract the utility locate work to Ground Hawk</p>	1	Locate	2,800.00	2,800.00
		<b>Total</b>			<b>\$9,760.00</b>



*Over and Under Contractors, Inc.*

*Post Office Box 53 Suwanee, Georgia 30024*

*Office (770) 682-9160 Fax (770) 682-1059 E-mail overundercontractor@gmail.com*

TO: City of Oxford

ATTN: Jody Reid

RE: Emory St Opt 1

Over and Under bore in 4) 2" conduits 619 Ft. Pull 1) 1/0 Primary through conduit. Set 3 transformer and build one riser pole. Terminate all primaries. Tear out existing overhead primary and clean up.

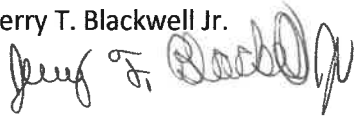
Over and Under to supply all labor, equipment and supervision necessary to complete the project.

City of Oxford to provide all materials necessary to complete the project.

We will do this work for the lump sum of \$37,677.89. Should Rock be encountered we will remove at cost plus 15%. New services will be trenched in at additional charge.

Sincerely,

Jerry T. Blackwell Jr.

A handwritten signature in black ink, appearing to read "Jerry T. Blackwell Jr.", written over a printed name.

23 MAR 2023

*Over and Under Contractors, Inc.*

*Post Office Box 53 Suwanee, Georgia 30024*

*Office (770) 682-9160 Fax (770) 682-1059 E-mail overundercontractor@gmail.com*

TO: City of Oxford

ATTN: Jody Reid

RE: Emory St Opt 2

Over and Under bore in 4) 2" conduits 382 Ft. Pull 1) 1/0 Primary through conduit. Set 1 transformer and build two riser pole. Terminate all primaries. Tear out existing overhead primary and clean up.

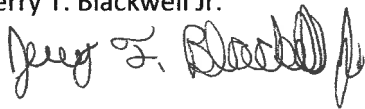
Over and Under to supply all labor, equipment and supervision necessary to complete the project.

City of Oxford to provide all materials necessary to complete the project.

We will do this work for the lump sum of \$25,079.53. Should Rock be encountered we will remove at cost plus 15%. New services will be trenched in at additional charge.

Sincerely, .

Jerry T. Blackwell Jr.

A handwritten signature in black ink, appearing to read "Jerry T. Blackwell Jr.", with a stylized flourish at the end.

23 MAR 2023



# Quote



<b>Entered Date</b>	<b>Taken By</b>	<b>Customer #</b>	<b>Order #</b>
4/11/23	Izec	1477	10210157-00
<b>PO #</b>			<b>Page #</b>
estimate# 847			1

<b>Bill To</b>	<b>Ship To</b>	<b>Remit To</b>
CITY OF OXFORD 110 W CLARK ST OXFORD, GA 30054-2274	CITY OF OXFORD 105 W Watson St Oxford, GA 30054-2014	GRESKO PO BOX 932918 ATLANTA, GA 31193-2918

<b>Instructions</b>

<b>Ship Point</b>	<b>Via</b>	<b>Shipped</b>	<b>Terms</b>	<b>SlsRepln/Out</b>
Gresco-Forsyth, GA	Gresco Truck		Net 30 Days	Izec / csti

<b>Notes</b>

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	<b>3/8HSGUY500</b> WIRE GUY 3/8" HS 500'COI GALV STEEL CLASS A CLASS "A" in stock xxxxx	500.00	FT	0.65	FT	325.00
2	<b>2SDR13.5-2000R</b> HDPE 2"RED 2000' SDR13.5 2500#TAPE SMOOTH WALL SILICORE LINED SMOOTH WALL SILICORE LINED 83" WIDE REEL in stock 2000'/reel xxxxx	2,000.00	FT	1.55	FT	3,100.00
3	<b>TAPL-100-10 (10)</b> ANCHOR PISA 10" 6000# 1-3/8" CORE 3/4&1" ROD in stock xxxxx	1.00	EA	45.00	EA	45.00
4	<b>ZRP010-0000000</b> ARR POLY 10KV RISER POLE NO CAP JOSLYN in stock xxxxx	1.00	EA	55.00	EA	55.00
5	<b>DAL225E10</b> ARR,25KV,MOVE,8.4MCOV 10KV / 3238019C10M 18 week lead time xxxxxxxxxxxxxxxxxxxx Customer Prod: 3238019C10M	1.00	EA	98.00	EA	98.00

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
6	<b>J8812</b> BOLT MACHINE 5/8X12" 6" THREAD 2400/PALLET in stock 50/box xxxxxxxxxxxxxxxx	50.00	EA	2.40	EA	120.00
7	<b>F1CA-MV-A18-D3H</b> BRACKET T FIB C/O & AR 1P/2 POS 15D 18"ST 6 PER BOX /120 PER PALLET stock xxxxxxxx	1.00	EA	54.00	EA	54.00
8	<b>LBI215</b> BUSHING INSERT 8.3/15KV LBI215 F/PAD MT TX in stock xxxxxxxx	6.00	EA	34.00	EA	204.00
9	<b>J640</b> POLYWATER LUBE 5 GAL Temperature Use Range: Polywater® J: 20°F to 120°F (-5°C to 50°C). in stock xxxxxxxx	1.00	EA	53.45	EA	53.45
10	<b>WB5/8H.JAB5/8H</b> ROD GRD CLAMP 5/8" CU ROD HEX HD #8- #1/0 T&B pallet qty 16000 in stock 50/box xxxxxxxxxxxxxxxx Customer Prod: W588	50.00	EA	3.05	EA	152.50
11	<b>HLC2108</b> CLAMP HOTLINE CU 8-2/0 TAP 8-2/0 BLACKBURN in stock 25/box xxxxxxxxxxxxxxxx Customer Prod: HCL2108	25.00	EA	16.30	EA	407.50
12	<b>PTF6-350-CJNUSLP</b> CONN SEC TX TERM 6WIRE S 5/8" THRD CLEAR W/INHIBI 360 per full pallet in stock xxxxxxx	9.00	EA	31.25	EA	281.25
13	<b>CSG15-100A-110-CN-10KA</b> CUTOUT NON-LB 100A 15KV POLYMER PARALLEL GROOVE in stock xxxxxxx	1.00	EA	92.00	EA	92.00
14	<b>LE215CC06</b> ELBOW LB 1/0 15KV F/25KV 2604599B55MA/LE215CC06 in stock xxxxxxx	5.00	EA	35.00	EA	175.00
15	<b>29-6114-OFO-4HR</b> FAULT CIRCUIT INDICATOR W/6' FIBER OPTIC CABLE in stock xxxxxxx	2.00	EA	237.00	EA	474.00

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
16	<b>GDE-1107</b> GRIP GUY DE GALV STEEL 3/8" PREFORM PRODUCT in stock xxxxxxx	4.00	EA	3.50	EA	14.00
17	<b>ZCS2323</b> GRIP PRI CABLE SUPPORT 1.25"-1.5" SINGLE EYE / in stock xxxxxxx	1.00	EA	24.25	EA	24.25
18	<b>PG-MS-3921</b> GUY GUARD POLY 8' YELLOW PG-MS-3921 sold by 25 ea in stock xxxxxxxxxxxxxxxxxxxxx	25.00	EA	4.25	EA	106.25
19	<b>FGS16-54RR AF</b> INS GUY STRAIN 54" C-C 16000# 5/8"ROD 2 ROLLER in stock 54" instead of 60" xxxxxxxxxxxxxxxxxxxxx	1.00	EA	28.25	EA	28.25
20	<b>6"UrdMarkTape"</b> TAPE URD MARKING 6"X1000 FT BOXED DISPENSER 4/CS. 6" x 1000' plastic tape reading: ""CAUTION BURIED ELECTR C LINE BELOW" BLACK ON RED" in stock xxxxxxxxxxxxx	1.00	RL	25.00	RL	25.00
21	<b>2-7ST.CU25</b> WIRE CU #2-7 STR SD SPL 25# BARE 125' in stock 125' per 25lbs xxxxxxxxxxxxxxxxxxxxx	100.00	LB	6.50	LB	650.00
22	<b>p-30/tr45106</b> PAD CONCRETE F/1PH PAD T SOLID CENTER TAP NO REBA in stock xxxxxxx Customer Prod: P-30/TR45102	3.00	EA	95.00	EA	285.00
23	<b>MGA345</b> ATTACHMENT GUY MULTIPLE F/GUY WIRE & GUY STRAIN 25/box in stock xxxxxxxxxxxxx	25.00	EA	8.65	EA	216.25
24	<b>J7528</b> ROD ANCHOR 3/4X8 TWEYE GALV C J7528 in stock 5/box xxxxxxxxxxxxx	5.00	EA	44.00	EA	220.00
25	<b>W588/615883</b> ROD GRD 5/8X8 CU NON-SEC 6258G13/615883/588RUS in stock xxxxxxx	12.00	EA	25.00	EA	300.00
26	<b>106U</b> FASTENER 1/4X2 NEO WASHR F/SHEILD HLBWBNW0432G2HD 1000/box in stock xxxxxxxxxxxxxxxxxxxxx	1,000.00	EA	0.25	EA	250.00

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
27	<b>S4425-1/0</b> STIRRUP BAIL HOT LINE 1/0 FOR H-TAP APLICATION 50/box in stock xxxxxxxxxxxxxx	50.00	EA	13.70	EA	685.00
28	<b>7652-S-4-1/0</b> TERMINATOR 1/0 COMPLETE 15/25KV 4SK 150KVBIL QT3 in stock xxxxxxx	1.00	EA	64.00	EA	64.00
29	<b>J6516</b> EYENUT TWIN 3/4 in stock xxxxxxx	1.00	EA	12.00	EA	12.00
30	<b>PM2-40</b> CABLE RISR SHLD PVC 2"X10' 1000/PLT 10'/stick, 5sticks = 50', in stock xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	50.00	FT	5.65	FT	282.50
31	<b>P74N015KVA-E</b> TX PM 7.2 240/120 015KVA 1 in stock xxxxxxx	1.00	EA	2,920.00	EA	2,920.00
32	<b>P74N025KVA-E</b> TX PM 7.2 240/120 025KVA 25KVA ERMCO 20 week lead time xxxxxxxxxxxxxx	2.00	EA	3,120.00	EA	6,240.00
33	<b>1/015KVTRXLP-MR-PRYSMIAN</b> COND URDP 1/0-15KV TRXLP 220 MIL 20127196 NO EPR AVAILABLE AT THIS TIME IN 15KV / WILL ALSO QUOTE 25KV EPR. SEE LINE BELOW. STANDARD TRXLP 15KV IN STOCK XXXXXXXXXXXXXXXXXXXXXXXXXXXX	700.00	FT	5.00	FT	3,500.00
34	<b>1/025KVSFEP-MR-PRYSMIAN</b> COND URDP 1/0-25KV EPR 100% 20127249 MASTERREEL THIS IS 25KV EPR: IN STOCK XXXXXXXXXXXXXXXXXXXXXXXXXXXX	700.00	FT	5.15	FT	3,605.00
35	<b>STEPHENS1000RAR-G</b> COND URDTP 2 STEPHENS #4 03871/20127223 AR ONLY STANDARD REEL 1000'/REEL AVAILABLE AT THIS TIME XXXXXXXXXXXXXXXXXXXXXXXXXXXX	1,000.00	FT	1.65	FT	1,650.00
36	<b>6SD.CU.TXR250NRR</b> WIRE CU #6 SD INSULATED TXRSOLRSR250'NRR SOLD IN 250'COILS, IN STOCK XXXXXXXXXXXXXXXXXXXXXXXXXXXX	250.00	FT	0.95	FT	237.50
<b>36</b>	<b>Lines Total</b>	<b>Total Order Quantity</b>	<b>6,585.00</b>		<b>Subtotal</b>	<b>26,951.70</b>
					<b>Taxes</b>	<b>0.00</b>
					<b>Total</b>	<b>26,951.70</b>

## **NON-PERSONAL SERVICES CONTRACT**

This Agreement is made effective as of this 17<sup>th</sup> day of April, 2023, by and between Benjamin and Anna Katiuzhinsky, PO Box 902, Oxford, Georgia 30054, and the City of Oxford, 101 West Clark Street, Oxford, Georgia 30054. In this Agreement, the parties who are contracting to receive the services shall collectively be referred to as “Katiuzhinsky”, and the party who will be providing the services shall be referred to as “the City”.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, the City will provide the following services (collectively, the “services”):

Provision of materials and labor necessary to install underground electrical service to the Katiuzhinskys’ realty located within the City at 804B Emory Street (Tax Map and Parcel Number X004000000013000), 804C Emory Street (Parcel Number X004000000013B00), and 804D Emory Street (Parcel Number X004000000013A00).

2. **PAYMENT.** Katiuzhinsky will pay compensation to the City for the services based on: **Fixed Amount** of \$\_\_\_\_\_, or **Hourly** \$\_\_\_\_\_, per hour. Compensation shall be payable upon completion of said services of the City and inspection by the City and Katiuzhinsky jointly. Compensation shall be payable the first of the month following the month work was performed for per the terms and conditions in the approved bid acceptance and contractual documents attached hereto and incorporated herein by reference as Exhibits “A” and “B”. **NOTE: PLEASE FORWARD ALL INVOICES TO KATIUZHINSKY AT THE ADDRESS BELOW:**

PO Box 902  
Oxford, Georgia 30054

3. **WARRANTY.** The City warrants to Katiuzhinsky that all materials and equipment incorporated in the Work will be new unless otherwise specified, not subject to any liens or security interest, and that the Work will be of good quality, free from faults and defects.
4. **RELATIONSHIP OF PARTIES.** The City is an independent contractor and neither the City, its Sub-Contractor(s) (if any) nor any of their agents are employees of Katiuzhinsky. The City is responsible for the direction and supervision of its employees and Sub-Contractors, and shall promptly remove from the worksite any personnel who are not adhering to the terms of this Agreement or other hazard on the worksite. The City shall purchase and maintain insurance for claims under workers’ or workmen’s compensation acts and other employee benefit acts, claims for damages because of bodily injury, including death, and from claims for

damages, other than to work itself, to property which may arise out of or result from the City's operation under this Contract, whether such operations be by the City or

by any Sub-Contractor or anyone directly or indirectly employed by any of them.

5. **TERM/TERMINATION.** This Agreement shall be effective for a period of \_\_\_\_\_, and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other prior to the termination of the applicable initial term or renewal term.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Georgia (excluding Choice of Law provisions). In performance of this Agreement, the City will comply with all requirements of applicable state and local law, regulations and ordinances.
7. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
8. **SEVERABILITY.** If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**THE CITY OF OXFORD, GEORGIA**

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

BY: \_\_\_\_\_  
DAVID S. EADY, Mayor

ATTEST: \_\_\_\_\_  
MARCIA BROOKS, City Clerk



**BENJAMIN AND ANNA KATIUZHINSKY**

Sworn to and subscribed before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
BENJAMIN KATIUZHINSKY

BY: \_\_\_\_\_  
ANNA KATIUZHINSKY

\_\_\_\_\_  
Notary Public

**Prepared by:**  
**C. David Strickland, Esq.**  
Oxford City Attorney

Strickland & Strickland, LLP  
*Attorneys at Law*  
PO Box 70  
Covington, GA 30015-0070  
(770) 786-5460  
(770) 786-5499 (fax)