

**OXFORD MAYOR AND COUNCIL
WORK SESSION
MONDAY, DECEMBER 20, 2021 – 6:30 P.M.
VIA TELECONFERENCE
A G E N D A**

1. Mayor's Announcements
2. **Committee Reports** – The Trees, Parks and Recreation Board, Planning Commission, Downtown Development Authority, Sustainability Committee, and the Committee on Race will update the Council on their recent activities.
3. ***Next Steps for Asbury Street Park Ponding** – As has been discussed, there is a problem with water ponding within the central greenspace area. The Staff and Council would like to discuss next steps for this issue. Mr. Robert Jordan will be joining the meeting to discuss his preliminary findings and thoughts on this issue.
4. ***Next Steps for Coke Street Multi-Use Trail from Watson Street to W. Richardson Street** – There is \$300,000 budgeted for multi-use trails in the current FY 2022 budget. Would the Council like the City to prepare a bid for this effort? Or are there other sections of the trail which should be considered?
5. ***Next Steps for Whatcoat Street Improvements** – There is \$300,000 budgeted for the improvement of Whatcoat Street in the current FY 2022 budget. Would the Council like the City to prepare a bid for this effort?
6. ***Consider a Final Plat for the Minor Subdivision of 202 Fletcher Street** – On December 14, 2021, the Oxford Planning Commission voted to recommend the Mayor and Council the consideration of approving a minor subdivision for 202 Fletcher Street. The City Code states:

Action on the final plat. Not more than 30 days after the recommendation from the Planning Commission, the Mayor and City Council may take any one of the following actions: (1) Issue a certificate of approval for recording; (2) Approve the plat conditionally with the conditions of approval noted on the plat or attached thereto; or (3) Disapprove the plat or any portion thereof in which case the City Clerk shall notify the subdivider in writing, stating the reasons therefor.
7. **Candidates for the Oxford Planning Commission** – With Mr. Mike Ready coming off the Planning Commission to take his place on the City Council, there will be one opening on the Planning Commission to fill. Any recommendations for potential members would be appreciated. The Planning Commission shall be comprised of six members, who shall be residents of the City. Members of the Planning Commission shall be appointed by the Mayor and City Council to three-year terms. Members may be appointed for successive terms without limitation. Any vacancy in the membership of the Planning Commission that occurs prior to the expiration of a term of appointment shall be filled by the Mayor and City Council by appointing another member to serve during the unexpired term.

8. ***Increase in Compensation for City Staff to be Considered** – Our current starting pay for the lowest classification we hire at is \$27,343/year or \$13.15/hour. The City is proposing an increase to a minimum salary of \$31,200/year or \$15.00/hour. This would be an increase of 14.1%. To distribute this cost equally, the proposal asks the Council to consider applying this increase to the pay scale to bring the City somewhat closer to market conditions. This will be an incremental step as we await the findings of the Carl Vinson Institute of Government Compensation Study, which will be available by December 2022.
9. ***Contract with Carter & Sloope Consulting Engineers for the CDBG Water Line Replacement Project** – This contract will cover the Final Design, Permitting Assistance, Bidding Supervision, Construction Contract Administration, Construction Observation, and any necessary Preliminary or Permanent Easement Drawings.
10. ***GDOT Local Maintenance Improvement Grant (LMIG) Application** – The City will be applying to GDOT to set aside this year’s \$27,768.57 allocation of LMIG funds so we may apply them to the FY 2023 budget when we will have the Road Assessment finished. GDOT allows a set aside for up to 3 years to allow a larger allocation of funds to garner a more efficient bid.
11. **Discussion to provide Clarity on the Personnel to be Supervised by the City Manager** – Under the City Charter, Art. III, Sec. 1 A. City Manager (3) (d) City manager; powers and duties enumerated. The City Manager shall have the power, and it shall be his duty to: Exercise supervision and control of all departments and all divisions created in this Charter or that may hereafter be created by the Council except as otherwise provided in this Charter; and under “Sec. 2-164.(b) - Chief of Police” in our Code of Ordinances, there is this statement: The Chief of Police and all other police officers shall be under the control of the City Manager.
12. **Other Business**
13. **Work Session Meeting Review** – Mayor Eady will review all the items discussed during the meeting.
14. **Executive Session**

*Attachments

From: [Robert Jordan](#)
Sent: Thursday, August 27, 2020 1:51 PM
To: [Matt Pepper](#)
Cc: [Jody Reid](#)
Subject: Asbury Park field asbuilt
Attachments: [Asbury field asbuilt analysis R0.pdf](#)

Matt,

I've crunched the numbers for the asbuilt shots I took to check the drainage on the field at Asbury Park last week. Here's my overview:

The black numbers on the attached map are design slopes and elevations.
The pink numbers on the attached map are asbuilt slopes and elevations.

Design slopes range from 1.3% to 1.8%
Asbuilt slopes range from 0.4% to 2.9% (with most in the 0.5% to 1.5% range)
So asbuilt slopes are a little flatter than design slopes overall

Asbuilt elevations of the edge of the track are almost exactly at design grade
Asbuilt elevations of the grate inlets at center of field are about 0.22' higher than design grade
So the design drop from the edge of the track to the inlets is 1.0 foot. The asbuilt slope from edge to inlets is 0.78 foot.
Therefore, the average design slope to the center of the field from the track would be about 1.4% and the average asbuilt slope is about 1.0%.

The consistency of slope is variable, in some cases creating small depressions.
I don't have information on how the sod was installed or how the subgrade was prepared, but it appears there is minimal infiltration into the soil underneath the sod.

My assessment of the causes of excessive wetness and ponding:

1 – Although asbuilt elevations aren't far from design elevations (track matches design and grates are 0.22' high), the difference results in a field that's a slight bit flatter than it should be. This alone probably would not cause a problem.

2 – its obvious from observing the field (and proven from looking at survey data) that there are minor undulations in the surface. The slope from the perimeter to the inlets is not consistent. This causes flat areas and very small depressed areas that don't drain well.

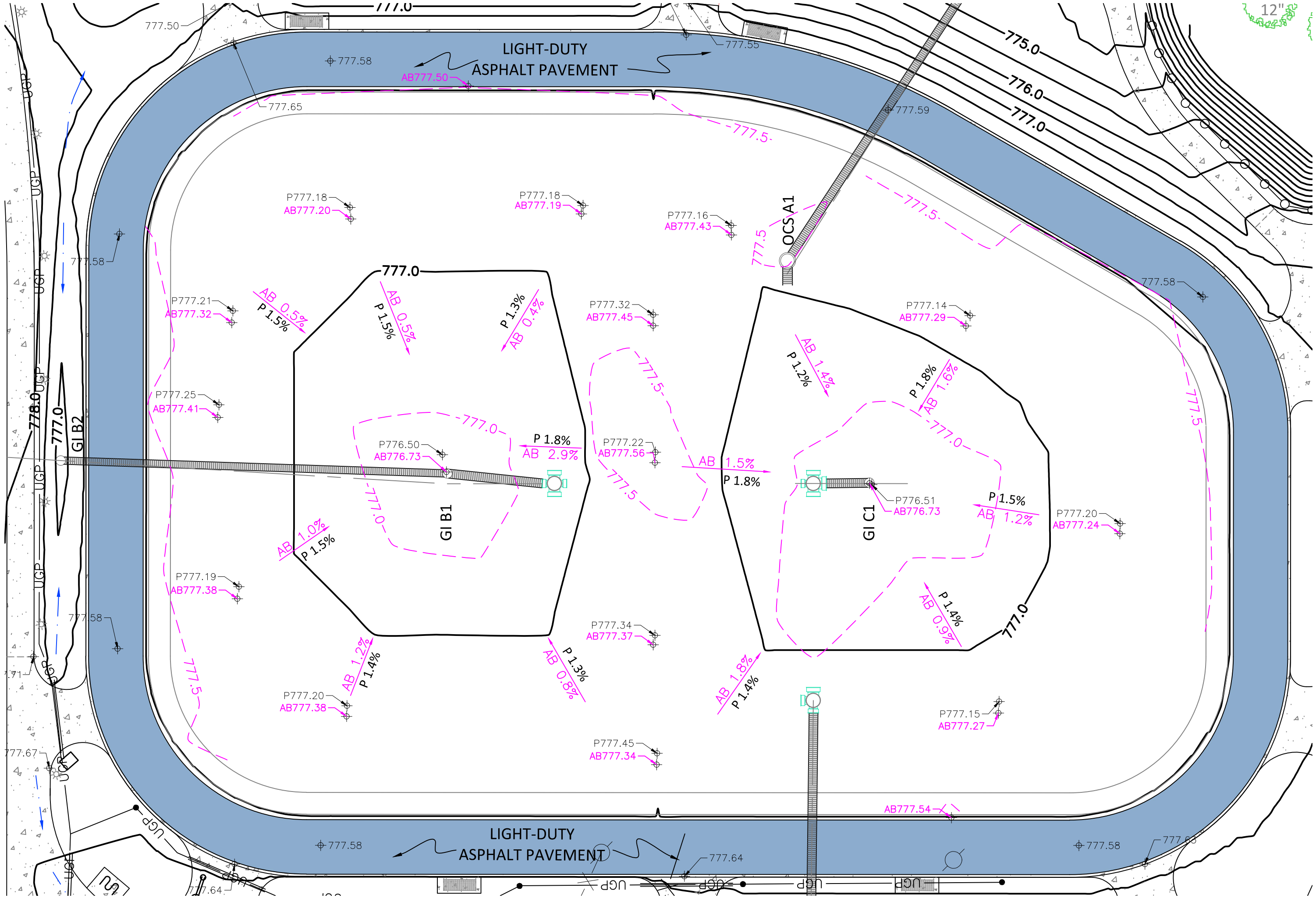
3 – I have no data to show it, but it appears to me that there is very little vertical movement of water into the ground below the surface. I'm not an agronomist, but I've played football and been around athletic fields a lot. Most of them seem to be 'softer' than Asbury Park field and most of them appear to accomplish better vertical drainage than the park, minimizing ponding.

I don't know if any of the three issues I've described above would cause wetness and ponding alone (I suspect issue 2 would have the biggest contribution), but in my opinion the three combined have resulted in the problems that you have seen at the field.

Please call me if you'd like to discuss in more detail.
Robert



Robert O. Jordan, PE RLS www.jordan-eng.com
Jordan Engineering, Inc. office (706) 468-8999
144 N. Warren Street cell (706) 318-6786
Monticello, GA 31064 fax (706) 504-9629



LIGHT-DUTY ASPHALT PAVEMENT

LIGHT-DUTY ASPHALT PAVEMENT

GIB1

GIC1

GIB2

OCSA1

777.50

775.0

776.0

777.0

777.0

777.0

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777.64

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777.68

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777.55

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777.58

P777.18
AB777.20

P777.18
AB777.19

P777.16
AB777.43

P777.21
AB777.32

P777.32
AB777.45

P777.14
AB777.29

P777.25
AB777.41

P776.50
AB776.73

P777.22
AB777.56

P776.51
AB776.73

P777.20
AB777.24

P777.19
AB777.38

P777.34
AB777.37

P777.20
AB777.38

P777.45
AB777.34

P777.15
AB777.27

AB777.54

AB 0.5%
P 1.5%

AB 0.5%
P 1.5%

AB 0.4%
P 1.3%

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P 1.8%

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777.0

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777.0

777.5

12"



Proposal

2/20/2020

Place	City of Oxford
Contact	Matt Pepper
Email	mpepper@oxfordgeorgia.org

Address	110 W Clark St
City & Zip	Oxford GA 30054
Phone	404-925-9168

Total Proposal Price	\$ 58,977
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Scope of Work

- Spray out existing turf, remove all dead preexisting sod and haul away debris.
- Haul in new topsoil, grade area and prep for new Tifblair Centipede sod installation.
- Repair any irrigation damaged during this process.
- Install sod, roll and fertilize.
- Pressure wash all hard surfaces impacted during renovation.

by Corbett Tucker

Title Account Manager

Date 2/20/2020

SIGNING BELOW ACCEPTS THE SCOPE OF WORK AND TERMS & CONDITIONS

by

Title _____

Date _____

Terms and Conditions

TERMS AND CONDITIONS

Agreement between:

Great Estates Landscaping
14481 Lochridge Blvd.
Covington, GA 30014

City of Oxford
110 W Clark St
Oxford GA 30054

hereafter referred to as "Customer"

1) Contractor agrees to furnish to Customer all labor, equipment, materials and supplies required to perform the Scope of Work described in the Proposal.

2) **Trees, shrubs, and groundcovers:** All tree, shrubs and groundcovers (one gallon and larger) installed in beds that Contractor has prepared is guaranteed for 1 year from the date of installation. Guaranteed plants that die will be replaced one (1) time with plants of the original size and quality at no cost to the customer. NO guarantees shall be given for bulbs, roses, annuals, perennials, grasses, seed and sod, potted or tuber plants, bedding plants, groundcover in 4" – inch or smaller pots, or plants specified but not growing in their normal growing climate zone or region. Plants are subject to availability. We reserve the right to substitute for any plants unavailable at time of installation with plants of similar character and equal or greater value. Customer may decline substitutions, but Customer agrees to pay for all work completed and materials installed less any substitute materials declined and consider this proposal completed upon installation of all available plants. Final payment cannot be withheld pending plant availability. The above guarantee will not apply where plants die because of chemicals, animal damage, vandalism, theft, fire, inadequate drainage, storms, hail, drought, insects, freeze damage or other acts of God, or by any other contingency beyond the control of Contractor.

All plant warranties are based on customers having some type of automated watering system that is working to adequately provide moisture to new plants. The customer hereby agrees that for the guarantee to be in effect, he/she understands that not all automatic watering systems provide adequate amounts of moisture and new plants may need to have supplemental hand watering during their first year during hot and dry periods. Any plant material that dies from over or under watering will not be covered under this warranty.

3) **Pre-Treat / remove grass:** Regardless of method used, Contractor does not guaranty complete elimination of grass or weeds in beds. Maintenance and/or weeding of beds after installation is the responsibility of Customer unless stated otherwise in this proposal.

4) **Rock Clause:** If in the course of digging and/or trenching rock is encountered, that cannot be reasonably removed by shovel or that standard trenching equipment will not penetrate, there may be additional labor charges for rock removal. Should a jackhammer or other equipment be required, the cost for rental of said equipment will also be added as a change order to the original proposal. Customer will be notified before additional charges are incurred.

5) **Sod/Hydro mulch:** Unless stated otherwise in this proposal, prices for grass coverage are based on estimated square footage of area. Customer will be billed for actual amount of grass used, which may be slightly more or less than estimated. Contractor warrants germination of hydro mulch only if prescribed watering procedures are followed and will re-apply any bare area. Contractor warranty on sod limited to be the product described on this proposal. Contractor makes no other warranties of purity, merchantability, fitness for a particular purpose, or otherwise.

6) **Water gardens:** Pumps, plumbing and all pond components: Manufacturer warranty and 1 year workmanship warranty. Fill valves may require slight adjustments periodically. Guarantee does not include adjustments to fill valve after 6 months. Water gardens – cleaning/servicing: Contractor does not guarantee the survival of any fish removed during cleaning of pond. Contractor is not responsible for any damage to liners or shells that Contractor did not install.

7) **Landscape lighting:** Power Centers (Transformers) have a 1-year to lifetime (depending on model) limited manufacturer's warranty. Contractor will replace any defective components excluding bulbs free of charge for 1 year. After 1 year, there will be a service charge for Contractor to replace any defective components covered under manufacturer's warranty.

8) **Natural Stone:** Workmanship 1 year. Stone is a natural product and is sold without warranty. Stone is not guaranteed for uniformity of color, texture, wear, coverage, or chemical analysis.

9) **Concrete Pavers:** Patios, walks and driveways constructed with modular concrete products are guaranteed for workmanship and materials for a period on 1 year. Warranty is void if damage is caused by water damage from high-pressure washing, malfunctioning water lines, or drain lines not installed as a part of this contract. There is no warranty for uniformity of wear or color after installation.

10) **Retaining walls:** Workmanship and materials, 1 year.

11) **Drainage:** Contractor guarantees that any drain systems (French Drain, etc.) installed will facilitate a more rapid removal of water from the problem area. No other guarantee is implied or given.

12) **Statement concerning irrigation systems:** Contractor will repair or replace any defective components free of charge for a period of 1 year. All irrigation system components will carry a manufacturer warranty.

13) **Underground lines:** Contractor is responsible for calling utility companies to have lines located prior to beginning work. Customer is responsible for notifying Contractor of and clearly marking any other lines not covered by utility companies. Contractor is not responsible for damage to sprinkler pipes, electrical conduit, wires, gas lines, phone lines, coax cables, or any other buried lines except for items that Contractor has installed as a part of this contract and utility lines that have been marked correctly by a line location company authorized by said utility.

14) **Transplanting:** Existing plants are NOT guaranteed.

15) **Permits:** The Customer shall pay for all zoning, building and construction permits necessary.

16) **Right to authorize job:** Customer warrants that he/she has full legal right to authorize Contractor to perform the job at the location described on Quote/Contract.

17) **Change Orders:** Contract may be amended as needed with the consent of both parties to include changes in the landscape involving plant material, lighting, irrigation, etc., which may alter the total cost of the contract. In such cases a change order will be generated by the contractor which specifies the proposed changes, and which will be signed off on by the client prior to the changes being made.

18) **Disclaimer:** All warranties above are void if damage is caused by lightning, storms, hail, freezing, natural disasters, physical abuse, animals, insects, machinery, vandalism, improper usage, electrical power surges, outdoor water restrictions or alterations made by anyone other than an employee of Contractor. Warranties are void if damages are caused by contractors or parties not associated with Contractor who are working concurrently on the same job site as Contractor. Such damages will be repaired by Contractor only with the generation of a change order and signature of the client on said change order.



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2/20/2020

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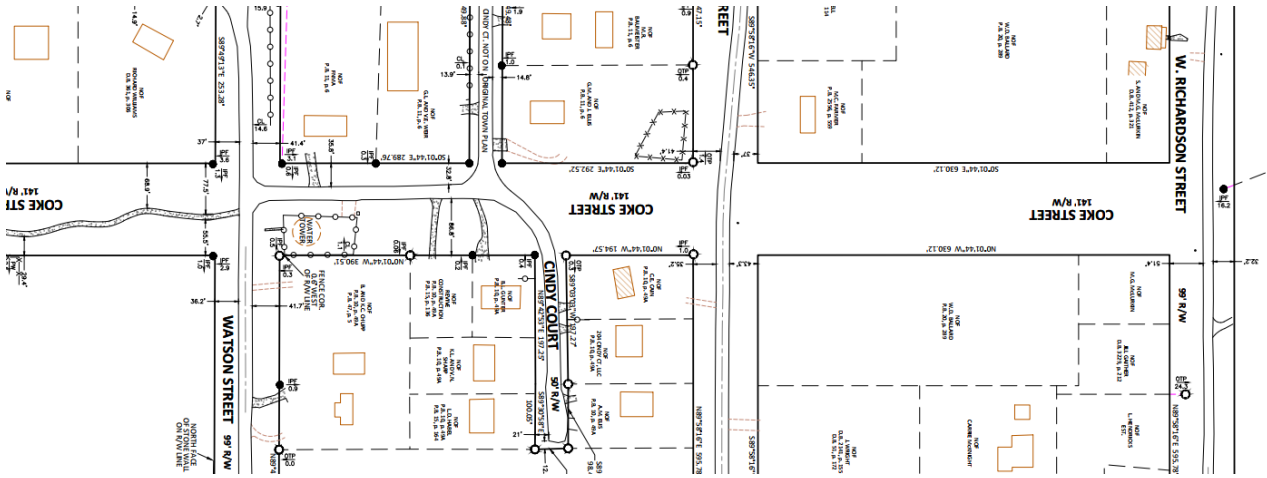
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How it looks currently.



How it looks currently, with existing sidewalk emphasized.



How it would look with George St-Whatcoat St intersection change and additional sidewalk.





FOR CLERK'S OFFICE USE

SUBJECT PROPERTY INFORMATION:
CURRENT OWNER: XXXXXX
DEED RECORD: D.B. XX, P. X
PLAT RECORD: P.B. XX, P. X
TAX RECORD: TAX PARCEL ###-###

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN XXXXX FEET, AND AN ANGULAR ERROR OF XX" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD. THIS PLAT CLOSURE ACCURACY IS 1 FOOT IN XXXXXXX FEET.

FIELD DATA WAS COLLECTED USING A TOPCON GPT3002W ELECTRONIC TOTAL STATION LEICA TS12 INERTIAL TOTAL STATION AND A JAVADO TRIMBLE LS DUAL FREQUENCY RTK GLOBAL POSITIONING SYSTEM RECEIVER REFERENCING THE HIGH STATEWIDE NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.5 FEET.

THE FIELD SURVEY WAS COMPLETED IN XXXXX 2015

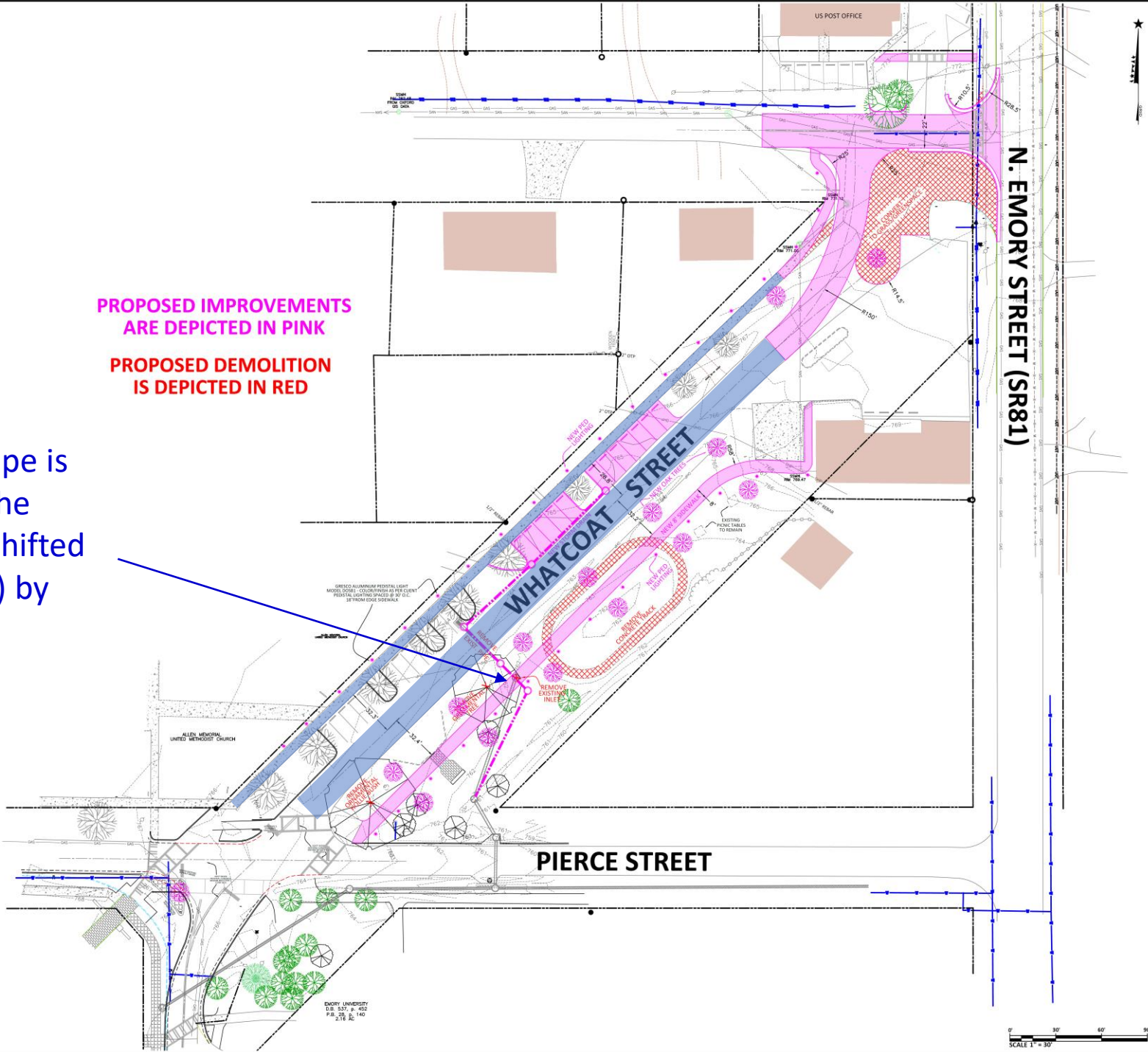
THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY 500P PANEL 13155C WVC FOR XXXXXXX COUNTY, GEORGIA DATED XX-XX-XX.

EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON, AND MAY BE RECORDED OR UNRECORDED.

HORIZONTAL: STATE PLANE, WEST ZONE, NAD83 (2011).
VERTICAL: DATUM: NAVD83.

Note that drainpipe is not impacted if the new sidewalk is shifted to the right (east) by just a few feet.

PROPOSED IMPROVEMENTS ARE DEPICTED IN PINK
PROPOSED DEMOLITION IS DEPICTED IN RED



LEGEND

○	OPEN TOP PIPE FOUND	P.O.B.	POINT OF BEGINNING
○	SOLO ROD (BEARING) FOUND	P.O.R.	POINT OF REFERENCE
○	SOLID ROD (BEARING) SET	NOF	NOTY OR FORMERLY
○	BEARING CHANGE (NO PIN SET)	D.B.	DEED BOOK
○	SURVEYER'S TRANSFERABLE SET	P.B.	PLAT BOOK
○	SURVEYOR'S PIN NAIL SET	LL	LAND LOT
○	OPEN TOP PIPE	OTF	OPEN TOP FIRE
○	POWER POLE	CMF	CONCRETE MON. FD
---	ADJOINING PROPERTY LINE		
---	EASEMENT		
---	OVERHEAD POWER		



PROPOSED IMPROVEMENTS CONCEPT PLAN

Whatcoat Street Improvements
Oxford, Newton County, Georgia

NO.	Revision Description	Date
01	Initial Issue Addressed	03/12/20
1	City comments addressed	03/18/20
2	City comments addressed	03/18/20

Sheet No. **C1**

FOR CLERK'S OFFICE USE

SUBJECT PROPERTY INFORMATION:
CURRENT OWNER: XXXXXX
DEED RECORD: D.B. XX, p. X
PLAT RECORD: P.B. XX, p. X
TAX RECORD: TAX PARCEL ###-###

THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS A
CLOSURE PRECISION OF ONE FOOT IN XXXXX FEET, AND
AN ANGULAR ERROR OF XX" PER ANGLE POINT, AND
WAS ADJUSTED USING THE COMPASS RULE METHOD.

THIS PLAT CLOSURE ACCURACY IS 1 FOOT IN XXXXXXX FT.
FIELD DATA WAS COLLECTED USING A TOPCON
GPT3002W ELECTRONIC TOTAL STATION (LEICA TS12
ROBOTIC TOTAL STATION AND A JAVAD TRIMBLE4S
DUAL-FREQUENCY RTK GLOBAL POSITIONING SYSTEM
RECEIVER REFERENCING THE AGPS STATEWIDE
NETWORK AND HAVING A RELATIVE POSITIONAL
ACCURACY OF LESS THAN 0.04 FEET.

THE FIELD SURVEY WAS COMPLETED IN XXXXX 2020.

THE PROPERTY (SHOWN HEREON) IS NOT LOCATED
WITHIN A FLOODPLAIN AS DETERMINED FROM THE
FEDERAL EMERGENCY MANAGEMENT AGENCY MAP
FIRM PANEL 13350C AND FOR XXXXXXX COUNTY, GEORGIA,
DATED XX-XX-XX.

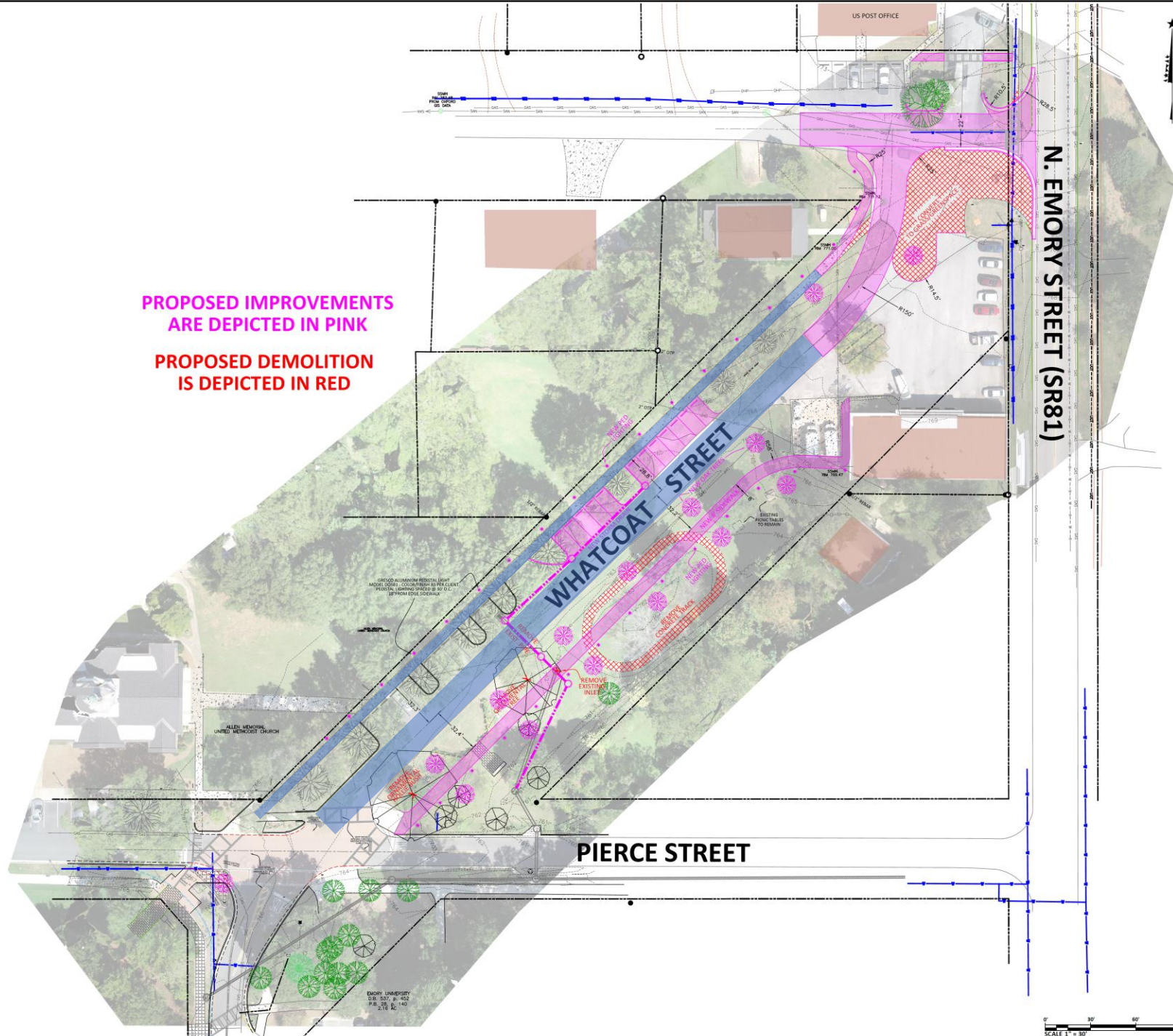
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UNRECORDED.

HORIZONTAL: STATE PLANE, WEST ZONE, NAD83 (2011).
VERTICAL DATUM: NAVD83.

LEGEND

- OPEN TOP PIPE ROUND
- CLOUD ROD (BEARING ROUND)
- SOLID ROD (BEARING SET)
- BEARING CHANGE (NO PIN SET)
- SURVEYOR'S TRANSFERED NAIL SET
- SURVEYOR'S PK NAIL SET
- CMF
- CONCRETE MON. PD
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- N.O.P. NOW OR FORMERLY
- D.B. DEED BOOK
- P.B. PLAT BOOK
- L.L. LAND LOT
- O.P.F. OPEN TOP PIPE
- C.M.F. CONCRETE MON. PD
- ADDING PROPERTY LINE
- EASEMENT
- OVERHEAD POWER

**PROPOSED IMPROVEMENTS
ARE DEPICTED IN PINK**
**PROPOSED DEMOLITION
IS DEPICTED IN RED**



**PROPOSED
IMPROVEMENTS
CONCEPT PLAN**

Whatcoat Street Improvements
Oxford, Newton County, Georgia

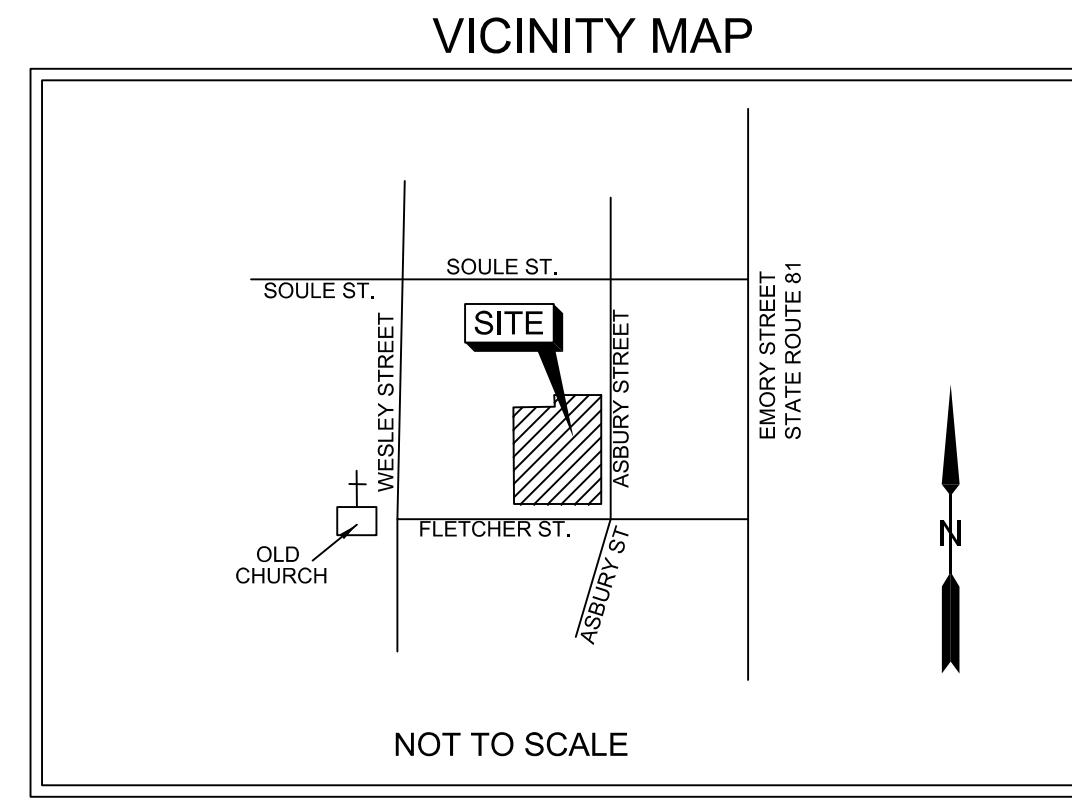
Item	Revision Description	Date
1	Initial issue - concept L	09/11/2020
2	City comments addressed	09/11/2020
3	City comments addressed	09/11/2020

Sheet No.
C1

REVIEW COPY ONLY

RESERVED FOR THE CLERK OF COURT

- LEGEND:**
- POB Point of Beginning
 - DB Deed Book
 - PB Plat Book
 - POC Point of Commencement
 - R/W Right of Way
 - WM Water Meter
 - Conc. Concrete
 - OHP Overhead Power Line
 - GM Gas Meter
 - NF Now or formerly
 - CLF Chain Link Fence
 - CO Sewer Cleanout
 - PP Power Pole
 - IPS Iron Pin Set 1/2" re-bar with 3342 cap
 - Δ Point Not Monumented



CITY OF OXFORD APPROVAL:

THIS FINAL PLAT HAS BEEN REVIEWED BY CITY OF OXFORD STAFF FOR COMPLIANCE WITH THE REQUIREMENTS OF THE CITY OF OXFORD ZONING ORDINANCE AND IS HEREBY APPROVED BY THE DIRECTOR OR HIS/HER DESIGNEE.

DIRECTOR _____ DATE _____

OWNERS CERTIFICATION:

STATE OF GEORGIA, CITY OF OXFORD, COUNTY OF NEWTON. THE OWNER OF THIS LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT ALL STATE, CITY, AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID IN FULL.

PATRICIA LYNN BOHANAN _____ DATE _____

TAX ASSESSORS CERTIFICATION:

THE PINS AND ADDRESSES HAVE BEEN ADDED AND APPROVED BY THE NEWTON COUNTY, GEORGIA TAX ASSESSORS OFFICE.

GIS TECHNICIAN _____ DATE _____

ZONING INFORMATION:

PARENT TRACT PARCEL X011 014
 AREA OF PARENT TRACT: 2.063 ACRES / 89,916 SQ.FT.
 TOTAL AREA OF NEW LOT 1: 30,033 SQ.FT. / 0.689 AC.
 TOTAL AREA OF NEW LOT 2: 55,773 SQ.FT. / 1.280 AC.
 TOTAL AREA OF NEW LOT 3: 4,110 SQ.FT. / 0.094 AC.
 ZONED R-30 INFILL OVERLAY
 SEWAGE DISPOSAL BY PUBLIC SEWER
 PUBLIC WATER IS AVAILABLE FROM CITY OF OXFORD
 MINIMUM HOUSE SIZE IS 2000 SQ. FEET OF HEATED FLOOR SPACE.
 MINIMUM LOT SIZE IS 30,000 SQUARE FEET
 MINIMUM LOT WIDTH IS 100 FEET
 R-30 ZONING SETBACK
 ALONG FLETCHER ST.: 20 FEET
 ALONG ASBURY ST.: 10 FEET
 SIDE: 15 FEET
 REAR: 30 FEET
 MAXIMUM BUILDING HEIGHT: 35 FEET
 MAXIMUM BUILDING COVERAGE: 20%

The field data upon which this plat is based has a closure precision of one foot in 200,086.5 feet and an angular error of 0.57 second per angle point and was adjusted by the compass rule.

This plat has been calculated for closure and is found to be accurate within one foot in at least 96,449 feet.

Field equipment:

- Nikon NPL 322+ Total Station
- TDS Nomad Data Collector

All distances are horizontal ground distances.

LOT AREA CHART:

LOT # 1	30,033 SQUARE FEET / 0.689 ACRE
LOT # 2	55,773 SQUARE FEET / 1.280 ACRES
LOT # 3	4,110 SQUARE FEET / 0.094 ACRE (TO BE COMBINED WITH TAX PARCEL X011 015) AFTER COMBINATION TAX PARCEL X011 015 WILL BE 23,751 SQUARE FEET / 0.545 ACRE

SURVEYORS CERTIFICATION:

AS REQUIRED BY SUBSECTION (d) OF OCGA 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 CERTIFICATES, 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 THE INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IS 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.

PRELIMINARY REVIEW COPY

MICHAEL RAY GEIGER GEORGIA R.L.S. No. 3342 _____ DATE _____

SURVEYED BY:
 MICHAEL R GEIGER
 GA RLS No. 3342
 15 WELLSLEY DRIVE
 COVINGTON, GA 30014
 (470)330-7253
 geiger_mr@yahoo.com

OWNER INFORMATION:

OWNER/DEVELOPER:

PATRICIA LYNN BOHANAN
 P.O. BOX 477
 OXFORD, GA 30054

PHONE: (770)365-4677

VESTING DEED: DEED BOOK 695 PAGES 314 & 315

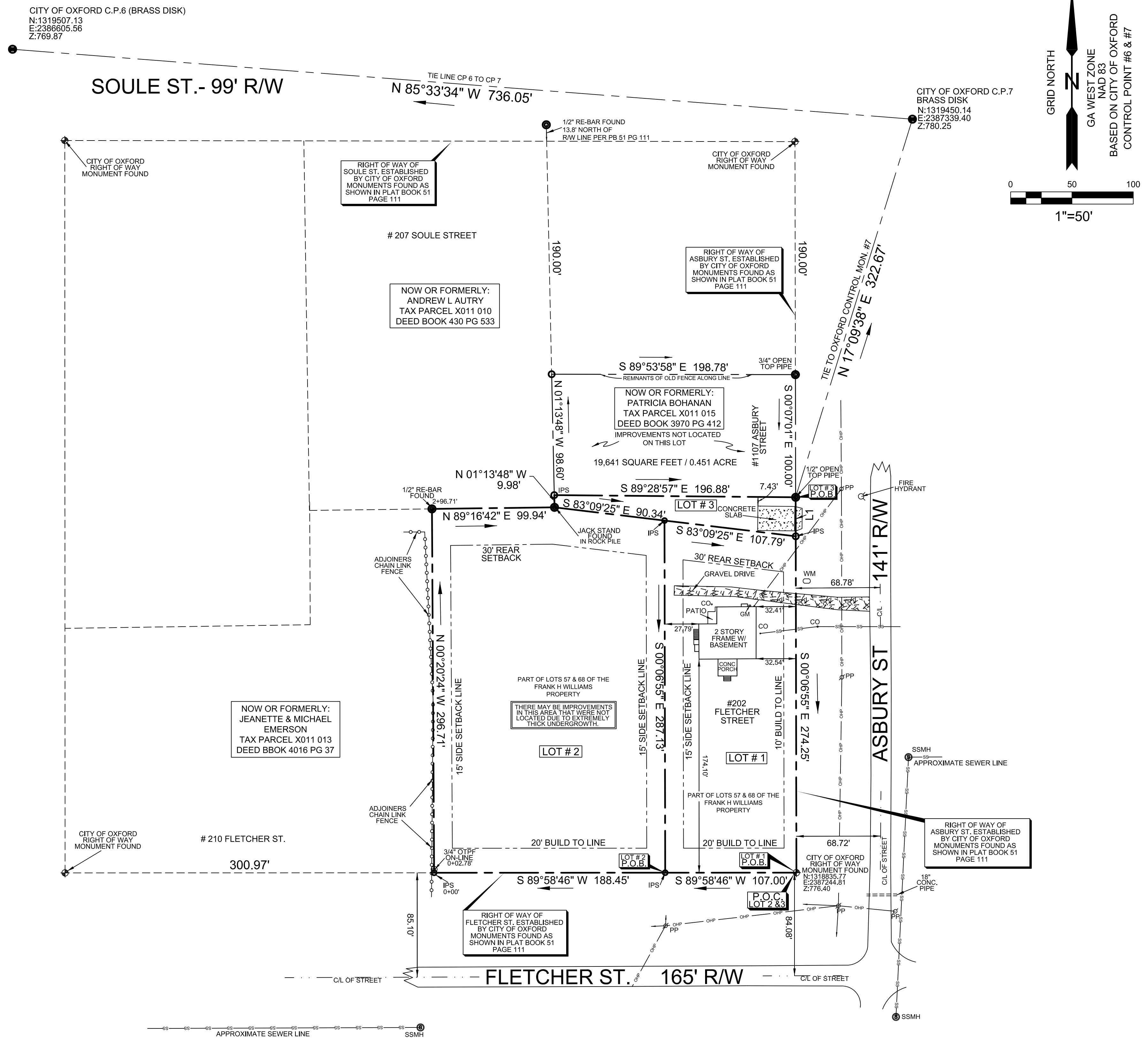
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMPLETE TITLE SEARCH. EASEMENT AND UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

DATE OF LAST FIELD WORK: 10/19/2021
 DATE OF DRAWING: 11/15/2021

UTILITIES SHOWN ON THIS PLAT ARE BASED ON OBSERVED ABOVE GROUND EVIDENCE ONLY.

PER THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS RULE 108-6-6.09(2), THE TERM CERTIFICATION AS USED IN BOARD RULE 108-6-6.09(2) AND (3) AND RELATING TO PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON THE FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

WESLEY ST. - 165' R/W



LINE DATA CHART:

LINE	BEARING	DISTANCE
L1	S 00°06'55" E	31.81'

REVISIONS

DATE	DESCRIPTION

**MINOR SUBDIVISION SURVEY FOR:
 PATRICIA LYNN BOHANAN
 202 FLETCHER STREET, OXFORD, GEORGIA**

TAX PARCEL X011 014

SURVEYOR	FIELD BOOK	LL. DIST.	COUNTY	SCALE
M R GEIGER	2-2021	287 9th	CITY OF OXFORD	1"=50'
DRAWN BY	DESIGNED BY	CHECKED BY	APPROVED BY	DATE
M R GEIGER				11/15/2021

DWG. NO. Fletcher.dwg, 202 FLETCHER.dwg

SHEET 1 of 1



REVIEW COPY ONLY

Position	Grade/Step	Pay		FICA (7.65%)		Retirement		2% Match ¹		Life Insurance		Health/Vision/Dental Insurance		Short Term/Long Term Disability	
		Current	14.1% increase	Current	14.1% increase	Current	14.1% increase	Current	14.1% increase	Current	14.1% increase	Current	14.1% increase	Current	14.1% increase
Administrative Clerk	11A	27343.65	31199.11	2091.789225	2386.731915	1093.746	1247.9664	546.873	623.9822	136.8	136.8	9585.84	9585.84	9585.84	9585.84
Associate Clerk	12A	28727.92	32778.56	2197.68588	2507.55984	1149.1168	1311.1424	574.5584	655.5712	136.8	136.8	9585.84	9585.84	9585.84	9585.84
Billing Clerk/Court Clerk	13K	38635.86	44083.52	2955.64329	3372.38928	1545.4344	1763.3408	772.7172	881.6704	136.8	136.8	16187.04	16187.04	16187.04	16187.04
Deputy City Clerk	15L	43712.93	49876.46	3344.039145	3815.54919	1677.65	1677.65	1677.65	1677.65	136.8	136.8	9585.84	9585.84	9585.84	9585.84
City Clerk/Treasurer	Non-Classified	47765	54499.86	3654.0225	4169.23929	1910.6	2179.9944	955.3	1089.9972	136.8	136.8	101.04	101.04	101.04	101.04
City Manager	Non-Classified	85000	98985	6502.5	7572.3525	3400	3959.4	1700	1979.7	136.8	136.8	16190.76	16190.76	16190.76	16190.76
Police Chief	Non-Classified	52018.75	75000	3979.434375	5737.5	2080.75	3000	1040.375	1500	136.8	136.8				
Police Officer	19A	40591.8	46315.25	3105.2727	3543.116625	1623.672	1852.61	811.836	926.305	136.8	136.8	23043.96	23043.96	23043.96	23043.96
Police Officer	19A	40591.8	46315.25	3105.2727	3543.116625	1623.672	1852.61	811.836	926.305	136.8	136.8				
Utilities and Maintenance Supervisor	23G	66512.06	75890.27	5088.17259	5805.605655	2156.97	2156.97	2156.97	2156.97	136.8	136.8	9761.16	9761.16	9761.16	9761.16
Assistant Public Works Supervisor	15M	44805.75	51123.37	3427.639875	3910.937805	2156.97	2156.97	2156.97	2156.97	136.8	136.8	9585.84	9585.84	9585.84	9585.84
Public Works/Utility Maintenance Worker I	13A	30182.27	34437.97	2308.943655	2634.504705	1207.2908	1377.5188	603.6454	688.7594	136.8	136.8				
Equipment Operator /Meter Reader	12A	28727.92	32778.56	2197.68588	2507.55984	1149.1168	1311.1424	574.5584	655.5712	136.8	136.8	9585.84	9585.84	9585.84	9585.84
Equipment Operator /Recycle & Refuse Collection Worker	11A	27343.65	31199.11	2091.789225	2386.731915	1093.746	1247.9664	546.873	623.9822	136.8	136.8	9484.8	9484.8	9484.8	9484.8
Groundskeeper	11A	27343.65	31199.11	2091.789225	2386.731915	1093.746	1247.9664	546.873	623.9822	136.8	136.8				
Groundskeeper - Landscape Technician	11A	27343.65	31199.11	2091.789225	2386.731915	1093.746	1247.9664	546.873	623.9822	136.8	136.8				

¹ If all eligible participate

Our current starting pay for the lowest classification (11A) we hire at is \$27,343/year or \$13.15/hour. The City is proposing an increase to a minimum salary of \$31,200/year or \$15.00/hour. This would be an increase of 14.1%. To distribute this cost equally, the proposal asks the Council to consider applying this increase to the pay scale to bring the City somewhat closer to market conditions. This will be an incremental step as we await the findings of the Carl Vinson Institute of Government Compensation Study, which will be available by December 2022.



November 2, 2021

Mr. Bill Andrew, City Manager
City of Oxford
110 West Clark Street
Oxford, GA 30054

RE: City of Oxford, Georgia
FY 2020 CDBG Application
C&S Project No.: O9800.003

Dear Mr. Andrew:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Oxford (Owner) for preliminary engineering and assistance with their FY 2020 CDBG funding application, engineering design, permitting and bidding assistance, and construction phase services including general administration of the construction and onsite construction observation services for the proposed multi-infrastructure improvements. The scope of services described below is based on discussions and meetings with Owner's personnel and our understanding of the project.

Scope of Work (Basic Services)

1. Preliminary Engineering

C&S will assist the City in its application for funding to the Georgia Department of Community Affairs (DCA), Community Development Block Grant (CDBG) by writing a Preliminary Engineering Report (PER) that will convey the existing conditions, proposed improvements and preliminary opinion of probable project costs for the City's FY 2019 application. The PER will be prepared in accordance with standard engineering practice, however, it will be based largely on information of a conceptual nature and its intent will be to convey the feasibility and technical issues associated with design and construction of the proposed improvements as well as engineering cost estimating. The PER will contain the following sections:

1. Executive Summary.
2. Introduction, which will present the background of the project and scope of work.
3. Location map showing the target area.
4. Existing Utility Conditions in the target area.
5. Alternative and Recommended Improvement in the target area.
6. Engineer's Opinion of Probable Project Costs of the proposed improvements in the target area.
7. Environmental Concerns associated with implementing the proposed improvements in the target area including, but not limited to, zoning issues, slope issues, soil erosion and sediment control, hazards and nuisances, energy consumption, noise pollution, air quality, soil waste, storm water, sanitary sewerage, water supply, transportation systems, water

- resources, flood plains, wetlands, unique natural features, and wild life and vegetation issues.
8. Project Planning including land acquisition/easements, permitting, operation and maintenance, anticipated problems and engineering services.
 9. Conclusions and Recommendations.

2. Engineering Design

The Engineer will not proceed with any of the Scope of Work described in Tasks 2 through 7 unless authorized in writing by the Owner to proceed with these tasks.

Carter & Sloope, Inc. will furnish a 2-person survey crew to survey the project areas. Surveying will include linear surveying to locate the existing features including any above ground utilities or below ground utilities that are marked by the utility owner. Prior to beginning surveying, we will contact the Utilities Protection Center and request a design locate. It has been our experience that most non-municipal utility owners like the phone, power and cable companies, do not respond or respond very slowly to these types of requests. We have found that local knowledge from Owner's personnel is extremely valuable so we will work closely with the Owner in identifying areas of potential conflict. Carter & Sloope will not conduct any subsurface investigations or subsurface utility engineering (SUE) to locate existing utilities unless requested by the Owner as an additional service.

Once the surveying is complete, we will prepare preliminary design documents (60% complete) for the proposed water system improvements. We will meet with Owner's personnel to present the preliminary design for review. We will address any comments the Owner has with the preliminary design and then prepare and furnish detailed construction Drawings and Specifications in a 16 division format (100% complete) indicating the scope, extent and character of the work to be performed and furnished by the Contractor during the construction of the project. We will review Owner's comments and recommendations and incorporate needed changes in the final design (100% complete) documents, which will include detailed construction plans and technical specifications.

Contemporaneous with presentation of each design, Carter & Sloope will provide the Owner with a Preliminary Opinion of Probable Construction Cost and Total Project Costs known to the Engineer for both the preliminary design (60% complete) and final designs (100% complete). This preliminary cost estimate will itemize the quantities and anticipated unit prices for each component needed for the project.

Carter & Sloope, Inc. will also provide the Owner with two (2) full-size sets of final design documents (100% complete) plus digital copies in Adobe Acrobat (PDF) format. All other documents, including calculations, estimates, etc., will be submitted in their native format.

3. Permitting Assistance

After the final design documents are approved by the Owner, Carter & Sloope will, with reasonable promptness, provide technical criteria, written descriptions, and design data to assist Owner in obtaining permits required for the project with the understanding that it is the Client's sole responsibility to secure permits and pay all necessary permit fees. We will complete the necessary permit applications and submit the required copies of the final construction drawings and technical specifications to the appropriate review agencies for approval of the necessary permits to construct the project. C&S will assist the Owner in consultations with such agencies and revise the Drawings and Specifications and permit applications in response to directives from such agencies, if necessary. We anticipate submitting the following:

- a. *Land Disturbing Permit Application* to the Local Issuing Authority;
- b. *NPDES Permit Application for Temporary Stormwater Discharge Associated from Construction Activity for Infrastructure Construction Projects (GAR 100002)*;
- c. **Notice of Intent** to the Northeast District EPD office;
- d. *Drinking Water Project Submittal and/or Sanitary Sewer Extension Submittal* to Georgia Department of Natural Resources, Environmental Protection Division (EPD);
- e. *Utilities Facility Encroachment* (as necessary) to GDOT through the Georgia Utilities Permitting System (GUPS);

Note that we will provide information to the Contractor to submit the NPDES Permit Application (GAR 100002) and the Notice of Intent to EPD through the GGOS system.

4. Bidding

C&S will assist the Owner 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 Owner will pay all necessary advertising fees. We will provide the Owner with one (1) 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 Owner 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. We do not believe a pre-bid conference is necessary for this type of project so we have excluded that from our scope of work; however, one can be added as an Additional Service if requested by the Owner.

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 Owner regarding award of the contract as appropriate and assist in assembling and awarding 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 Owner for their review and approval.

5. Construction Contract 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 Owner's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and 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 Owner at their office and issue a Notice to Proceed to the selected Contractor.
- b. *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 Owner in advance that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Owner does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Owner agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Owner that will deduct the cost of these Additional Services from the Owner's contract with the Contractor.
- c. *Change Order:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- d. *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.
- 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 schedules which the Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values. Since C&S will have no control over any Contractor's schedule or work progress, we cannot develop and control the construction schedule beyond establishing the contract time and establishing liquidated damages if the Contractor does not obtain substantial completion within the required contract time.

- 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 that will be hosted by the Owner at their office on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Owner and Contractor.
- 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 Owner, 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 Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- j. *Record Drawings*: We will prepare and furnish the Owner one (1) set of reproducible and one (1) electronic copy in Adobe 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 Owner 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.

1. *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 Owner 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 Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner 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 Owner. 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 Owner 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 Owner in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.
- n. *Project Completion Statement:* EPD will require a statement from the Engineer of Record that the project has been completed in accordance with the approved plans and specifications and that the Contractor has satisfactorily completed the project. Therefore, after we conduct the final on-site observation, we will, upon determining that in the Engineer's professional opinion and belief and based only on information available at the time of final on-site observation, furnish a letter to EPD and one (1) copy to the Owner that the Project is completed in accordance with EPD's approved Drawings and Specifications. The Statement of Project Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee. The statement of project completion will be for the sole use of the Owner and the Georgia Department of Natural Resources, Environmental Protection Division and cannot be used or relied upon by any third party without the expressed written permission from Carter & Sloope, Inc.
- o. *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.

6. 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 Owner 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 Owner 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 Owner 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 a 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 Owner agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Owner's contract with the Contractor. The Owner also agrees that the Contractor shall defend and indemnify the Owner, 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 Owner 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 Owner 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 Owner 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 Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

7. Easement Sketches

Carter & Sloope, Inc. will prepare easement sketches, if needed, for temporary and/or permanent easements. We do not know exactly how many easements, if any, will be needed because the preliminary and/or final layout of the proposed utility has not been completed; however, we will attempt to design the proposed utility in such a way as to have the least impact as possible to private property. Therefore, we will invoice hourly for preparing easements sketches as shown below.

Fee Basis

We propose to complete our work for Basic Services described herein for Task 1 for the lump sum amount listed below. Task 2 through 6 will be completed for the percent of construction fees listed below. Tasks 7 will be completed as needed on an hourly basis in accordance with our Hourly Fee Schedule. No work will be performed for any task other than Task 1 without prior written authorization from the Owner to proceed. No lump sum or hourly fee amount may be exceeded without prior written approval from the Owner.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis</u>
1	Preliminary Engineering	Complete
2&3	Engineering Design and Permitting	9% of Construction
4,5 & 6	Bidding, Contract Administration, and Construction Observation (assumes 1 day per week for 6 months)	3% of Construction
7	Easement Sketches, <i>if needed</i>	Hourly

Note that percent of construction fees are within the DCA guidelines.

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 Owner 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, Owner's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications or other 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 Owner 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 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.
- e. 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 Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- f. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- g. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- h. Providing Construction Phase services beyond the construction Contract Times, or man-hours listed herein.
- i. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration as well as actual time for deposition, trial testimony or arbitration will be charged at hourly rate multiplied by 1.5.
- j. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
- k. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
- l. Additional or extended services during construction 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. Geotechnical consulting not specifically included in our scope of work;
- 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 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. not specifically included in our Scope of Work;
- s. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits;
- 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 building and permit fees and building inspection fees

Hourly Fee Schedule

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

Principal	185.00
Principal I	195.00
Principal II	200.00
Principal III	225.00
Senior Professional Engineer I	160.00
Senior Professional Engineer II	175.00
Senior Professional Engineer III	190.00
Senior Professional Engineer IV	210.00
Senior Professional Engineer V	225.00
Staff Engineer	90.00
Project Engineer I	100.00
Project Engineer II	110.00
Project Engineer III	120.00
Project Engineer IV	130.00
Project Engineer V	140.00
Project Engineer VI	150.00
Project Manager I	125.00
Project Manager II	135.00
Project Manager III	145.00
Project Manager IV	155.00
Project Manager V	165.00

Project Manager VI	175.00
Project Manager VII	185.00
Project Manager VIII	195.00
Design Technician I	75.00
Design Technician II	85.00
Design Technician III	95.00
Design Technician IV	105.00
Design Technician V	115.00
CADD Drafter	55.00
Construction Observer I	70.00
Construction Observer II	90.00
Construction Observer III	100.00
Construction Observer IV	110.00
Construction Observer V	120.00
Administrative Support Staff I	55.00
Administrative Support Staff II	65.00
Administrative Support Staff III	75.00
Administrative Support Staff IV	85.00
Administrative Support Staff V	95.00
Registered Land Surveyor	100.00
2-Person Survey Team	160.00
GIS Technician	75.00
Funding Specialist I	115.00
Funding Specialist II	125.00
Funding Specialist III	135.00

Sub-Consultants (if required) Actual Cost X 1.15

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

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants, printing and reproduction, communications, postage, travel, lodging, meals, etc. will be charged direct without mark-up.

Once approved, Carter & Sloope can begin work on this project immediately. After review of the above, please contact me if you have any questions or need additional information. I would welcome the opportunity to further discuss our fee schedule and/or scope of services. If the Scope of Services is acceptable to you, please sign, date, and return one (1) copy to us for our files.

If you have any questions or need any additional information, please call us.

Mr. Bill Andrew
Page 12

November 2, 2021

Sincerely,



Martin C. Boyd, P.E.

MCB:jcp

cc: File

Owner Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in Task 1 only of this agreement.

Signature

Date

Title

TERMS AND CONDITIONS

The Client / Owner 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 Owner 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 Owner 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 Owner fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Owner, the Owner 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 Owner 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 Owner 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 Owner objects to any portion of an invoice, the Owner shall so notify the Engineer in writing within seven (7) calendar days of receipt of the invoice. The Owner 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 Owner 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. Owner 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 Owner 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 Owner, 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, Owner 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 Owner for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Owner. 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 Owner or others regarding such issues. Upon payment in full by the Owner, 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 Owner 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 Owner 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 Owner 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 Owner, the Owner 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 Owner 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 Owner on account of such termination.
 3. Suspension of the Project or the Engineer's services by the Owner for more than ninety (90) calendar days, consecutive or in the aggregate; or
 4. If Owner 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 Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. In the event the Owner elects to reduce the Engineer's Scope of Services, the Owner 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 Owner 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 Owner. 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 Owner may require, shall furnish the Owner 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 Owner 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 Owner.
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 Owner 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 Owner 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 Owner agrees not to distribute, publish or otherwise disseminate Engineer’s documents without first obtaining Engineer’s prior written consent. The Owner may request and negotiate with the Engineer to acquire ownership of the documents for a mutually agreed amount. If Owner acquires ownership of Documents prepared by Engineer, Owner agrees: 1.) that any subsequent reuse or modification of them by Owner or any party obtaining them through Owner will be at Owner’s sole risk and without liability to engineer, and 2.) Owner 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 Owner or any party obtaining them through Owner. Owner 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 Owner. Signed paper prints of documents constitute the contract deliverables. Owner assumes the risk that E-Data may differ from the paper deliverable. Owner agrees to indemnify and hold harmless Engineer from and against Owner, 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 Owner or the Engineer. Engineer’s performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Owner’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. Owner 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 Owner 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 Owner 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 Owner 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 Owner shall take all actions and render all reports required of the Owner in a timely manner. Should the Owner fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Owner agrees that the Engineer has the right to exercise

its professional judgment in reporting to appropriate public officials or taking other necessary action. The Owner 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 Owner agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Owner 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. Specification of Materials. The Owner 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 Owner 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 Owner shall waive all claims as a result thereof against the Engineer. The Owner further agrees that if the Owner directs the Engineer to specify any product or material after the Engineer has informed the Owner 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 Owner waives all claims as a result thereof against the Engineer, and the Owner 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
16. 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 Owner's or others' use in developing firm budgets or financial models, or making investment decisions. Owner agrees that any opinion of cost is still merely an estimate.
17. 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 Owner and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Owner 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 Owner 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 Owner's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Owner 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 Owner 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.
18. 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	\$4,000,000 on "b" & "c"

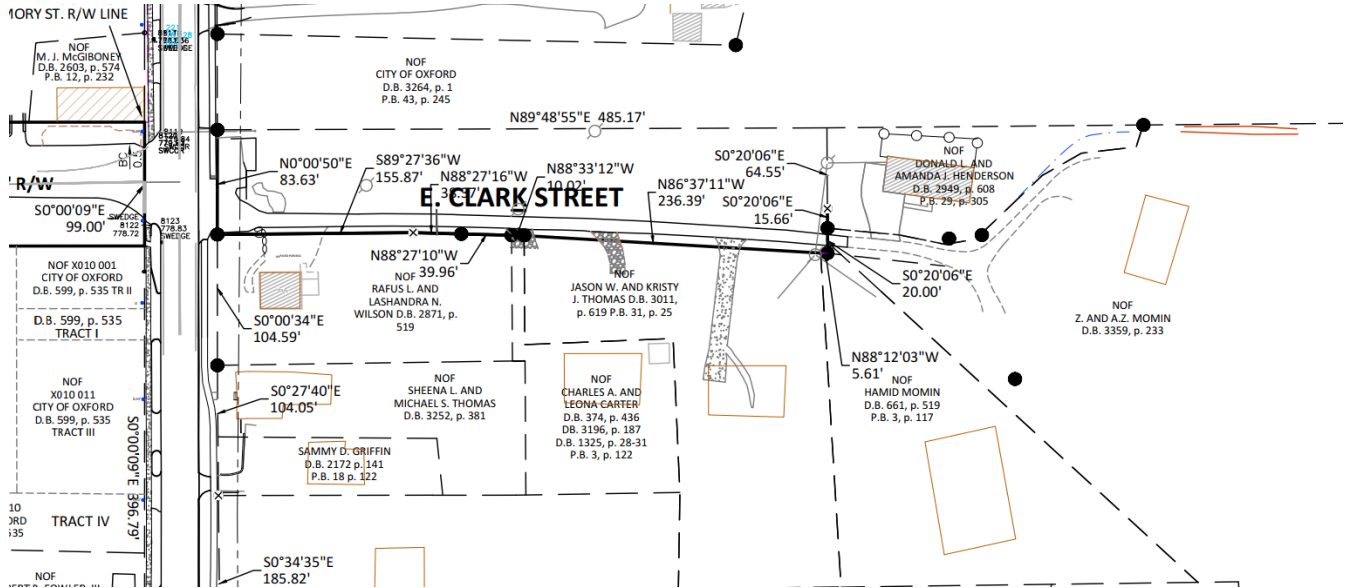
Owner agrees to require all third parties engaged by or through Owner in connection with the Project to provide Engineer with current Certificates of Insurance Endorsed to include Engineer as an additional insured on their "b", "c" and "e" policies of insurance and authorizes Engineer to enforce this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

19. Indemnification.

- A. Indemnification of Owner: Subject to the provisions and limitations of this Agreement, Engineer agrees to

- indemnify and hold harmless Owner, 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, Owner 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 Owner, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Owner 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.
20. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Owner caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Owner 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. Owner and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Owner both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
21. 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.

It would appear the City only has a prescriptive ROW for E. Clark Street. The current road is only 10 feet wide and should be built to an urban design two-lane standard of 20 to 24 feet.



E. Clark Street is approximately 617 feet long which converts to .117 miles.





The City of Oxford Street Condition Evaluation Form

The city will use the Pavement Surface Evaluation and Rating (PASER) system to assess the condition of our streets. The PASER method includes four categories for evaluation: surface defects, surface deformation, cracks, and patches and potholes. We will rate each street using a scale from 10 (excellent condition) to 1 (failed). We will take the average score for each street to prioritize repairs and resurfacing projects. We plan to update the scores every two years.

#	Street Name	Surface Defects	Surface Deformation	Cracks	Patches and Potholes	Average Score	Date Assessed
1	Marshall Street	7	6	7	9		2-4-2021
2	Haygood Avenue	5	4	5	5		2-4-2021
3	W. Wade Street	6	5	4	7		2-4-2021
4	E. Wade Street	5	5	7	6		2-4-2021
5	Hillcrest Drive	5	9	8	7		2-26-21
6	E. Bonnell Street	4	4	4	4		2-26-21
7	W. Bonnell Street	4	5	5	8		2-26-21
8	Dowman Street	5	5	7	6		2-26-21
9	Queen Ann Street	6	6	6	7		2-26-21
10	Stone Street	7	6	8	4		2-26-21
11	Wentworth Drive	7	4	7	4		2-26-21
12	Academy Court	7	4	7	4		2-26-21
13	Moore Street	4	4	4	4		2-26-21
14	Longstreet Circle	7	6	2	4		2-26-21
15	Longstreet Court	7	7	3	8		2-26-21
16	Hopkins Court	4	4	4	4		2-26-21
17	Pierce Street	4	4	4	4		2-26-21
18	Whatcoat Street	8	8	6	6		2-26-21
19	E. George Street						
20	W. George Street	4	4	4	4		2-26-21
21	Asbury Street	4	6	5	5		2-26-21
22	Wesley Street	4	6	5	8		2-26-21
23	W. Clark Street	8	8	8	8		2-26-21
24	E. Clark Street	1	1	1	1		2-26-21
25	Fletcher Street	7	7	6	7		2-26-21
26	Hull Street	6	8	8	8		2-26-21
27	W. Soule Street	8	8	8	8		2-26-21
28	E. Soule Street	7	7	8	4		

From Error to Hayes

EN 15

#	Street Name	Surface Defects	Surface Deformation	Cracks	Patches and Potholes	Average Score	Date Assessed
29	Mitchell Street	9	9	8	8		2-26-21
30	Greene Street	10	10	11	10		2-26-21
31	W. Watson Street	9	9	8	9		2-26-21
32	Godfrey Street	8	8	5	8		2-26-21
33	E. Watson Street	9	9	9	9		2-26-21
34	W. Watson Street						
35	Coke Street	8	8	7	8		2-26-21
36	Cindy Court	9	9	7	9		2-26-21
37	Collingsworth Street	8	7	3	8		2-26-21
38	W. Richardson Street	8	8	8	9		2-26-21
39	Emory Way	8	8	6	7		2-26-21
40	Oxford Way	8	8	8	6		2-26-21
41	Oxford Drive	8	8	8	5		2-26-21
42	Oxford Court	8	8	8	8		2-26-21
43	Airport Court	9	8	8	7		2-26-21
44	E. Richardson Street	4	5	4	5		2-26-21
45	Oxford North Road	8	8	8	8		2-26-21

Ratings are Related to Needed Maintenance or Repair

Rating 9 & 10	No maintenance required
Rating 8	Little or no maintenance
Rating 7	Routine maintenance, cracksealing and minor patching
Rating 5 & 6	Preservative treatments (sealcoating)
Rating 3 & 4	Structural improvement and leveling (overlay or recycling)
Rating 1 & 2	Reconstruction