



## TOWN COUNCIL MEETING - REVISED

**September 07, 2023 at 7:00 PM**

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950 Senoia Road, Tyrone, GA 30290

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**Eric Dial**, Mayor

**Gloria Furr**, Mayor Pro Tem, Post 4

**Linda Howard**, Post 1

**Melissa Hill**, Post 2

**Billy Campbell**, Post 3

**Brandon Perkins**, Town Manager

**Dee Baker**, Town Clerk

**Dennis Davenport**, Town Attorney

### **I. CALL TO ORDER**

### **II. INVOCATION**

### **III. PLEDGE OF ALLEGIANCE**

**IV. PUBLIC COMMENTS:** *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

### **V. APPROVAL OF AGENDA**

**VI. CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of Council minutes from August 15, 2023 at 5:00 pm, August 17th at 6:30 pm, and August 17th at 7:00 pm.
2. Approval of the contract for A-1 Rentals dance floor for the Founders Day celebration.
3. Approval of the Action Wrestling Show contract on October 6, 2023 at Shamrock Park.
4. Approval of the Atlanta Stage and Audio contact for Founders Day.
5. Approval of the Bulldog Golf Carts contract for the Founders Day celebration.
6. Approval of the "Jamie Pelfrey Band" contact for the Founders Day celebration.
7. Approval of the contract for the Jamie Pelfrey to run sound for all bands for October 7th Founders Day event. He will run sound for the following: "The Jamie Pelfrey Band", "The Band Rongo and Friends", and "The Block Party Band".

- [8.](#) Approval of the Ken Scott contract for the Founders Day celebration.

## **VII. PRESENTATIONS**

9. Employee Anniversary Recognitions: Dee Baker (20), Eric DeLoose (20), Scott Langford (5), Galilla Mulugeta (5)
10. Recognition of Aura Carroll's Community Development internship through the FCBOE Work-Based Learning Program. **Phillip Trocquet**

## **VIII. PUBLIC HEARINGS**

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

- [11.](#) Consideration to award the 2024 Laurelwood Road Connector Multi-Use Path professional services (PW-2024-06) to Keck and Wood. Scott Langford - Public Works Director & Town Engineer
- [12.](#) Consideration to award the 2024 Tullamore-Greencastle Connector Multi-Use Path professional services (PW-2024-07) to Keck and Wood. Scott Langford, Public Works Director & Town Engineer
- [13.](#) Consideration to award the 2024 Sandy Creek High School Multi-Use Path professional services (PW-2024-08) to Keck and Wood. Scott Langford, Public Works Director & Town Engineer
- [14.](#) Consideration to award professional design services for the 2024 Adams Lake Dam Improvements project PW-2024-10 and the 2024 Handley Park Dam Improvements project PW-2024-12 to Schnabel Engineering.
- [15.](#) Consideration to approve the Right-of-way plans and authorize Legal Counsel to proceed with Land Acquisition for project PW-2021-13-04 Palmetto/Arrowood/Spencer Roundabout.
- [16.](#) Consideration to Award Task Order 9: 2024 Asphalt Resurfacing. Project No: PW-2024-01 of the 2021 Transportation Engineering Services project to POND, Inc.

Scott Langford - Public Works Director & Town Engineer

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

## **XII. STAFF COMMENTS**

## **XIII. COUNCIL COMMENTS**

## **XIV. EXECUTIVE SESSION**

## **XV. ADJOURNMENT**

# TYRONE TOWN COUNCIL MEETING - SPECIAL CALLED MILLAGE MEETING

## MINUTES

August 15, 2023 at 5:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Mr. Davenport was absent.

Also present:

Sandy Beach, Finance/HR Manager

Phillip Trocquet, Assistant Town Manager

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

**IV. PUBLIC COMMENTS:** *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

### V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Hill.

Voting Yea: Council Member Howard, Council Member Furr.

**VI. CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

### VII. PRESENTATIONS

### VIII. PUBLIC HEARINGS

1. Consideration to set the 2023 millage rate for the Town of Tyrone.



Mr. Perkins informed everyone that the Fayette County Board of Education (FCBOE) received most of your tax bill at 62.5% (19.150 mills), the school bond was at 2.8% (0.850 mills), Fayette County received 13.1% (4.034), Fire 10% (3.070), EMS 1.5% (0.456), E911 .7% (0.210), leaving the Town the remainder at 9.4% (2.889 mills). He explained that Tyrone and Brooks paid for fire and emergency services, and everyone paid for E911. Peachtree City did not pay these taxes as they have their services. Fayetteville did not pay the fire tax because it had its fire department.

Mr. Perkins added that Tyrone had the lowest millage rate in the County and one of the lowest in the state, the average being 8.7 mills. Our citizens pay more due to the add-ons. He shared that Tyrone would receive an estimated \$1,866,456 in property taxes which was only 10.6% of the Town's operating budget. He broke that amount down further. Public works were at 54.3%, which included road paving, dam repair, stormwater, infrastructure, vehicle and equipment repair, and building maintenance. The public safety and court were at 20.5%. He added that the operating fund for the police and court was \$2 Million. He shared that administration was at 17.3%, which also included HR, finance, and planning and zoning. Lastly, leisure services such as library, museum, and recreation were at 7.9%.

Mr. Perkins explained further that the average home value in Tyrone was at \$321,000 and the Town would receive approximately 40% which would equate to \$373.37 in property taxes. Of this amount, \$202.37 would be allocated to the public works department, \$76.54 for public safety and court, \$64.60 to administration, and \$29.49 to the library, recreation, and museum combined. He stated that if passed, Tyrone's millage rate would have remained the same for 16 years in a row. He added that Peachtree City's millage rate was 6.043, Fayetteville's was 5.646, Fayette County's was 4.034, and Brooks's was at 1.207. He stated that the information that he just shared would be placed on the Town's website soon.

Mayor Dial noted that the Town did not dedicate resources for any particular section of the Town, it was allocated appropriately with no bias.

Mayor Dial opened the public hearing for anyone that wished to speak in favor of keeping the millage rate the same.

Mr. Bernie Coston who lives on Westbourne Dr. shared that he had been a resident for 20 years. He stated that as long as he had been a resident, the Town operated with a surplus of funds. He added that anytime there was a surplus, those funds should be used as part of the budget. His concern was if Tyrone would be using that surplus as well as the funding received from the increase of the millage, that way everyone would be paying their fair share. He stated that the average home was a little over \$300,000, the average home in River Oaks far exceeded that amount and in Phase II, homes were over \$1 Million. The increase would greatly affect them.

Mr. Virgil Fludd who lives on Castle Lake Drive shared that he was also a 20-year resident in the Town. He stated that no one wanted to see a tax increase, however, there were situations where it made sense. He wanted to see where the funding was being allocated.

He reiterated what Mr. Perkins had mentioned that the Town was gaining \$1.87 Million in property tax revenue. He was interested in what the Town received in LOST revenue, which was designed to offset the property tax revenue. He added that he would be comfortable with increasing the millage rate for specific purposes. He mentioned that most Tyrone downtown businesses were closed by mid-day on Saturdays. He added that it was depressing. If there was going to be a millage rate or property tax increase, we need to create opportunities for people to be downtown and spend money and enjoy our great and unique community.

Mayor Dial clarified that the millage rate was proposed to stay the same and that property taxes were increasing.

Mayor Dial opened the public hearing for anyone that wished to speak in opposition to the item.

Ms. Jessica Whelan who lives on Valleywood Road thanked Council for keeping the millage rate the same for the past 16 years. She thanked Council for their conservative spending and for having reserves. She stated that the Town's website indicated an increase of 9.41 for 2023 which would result in an additional \$160,566 she added that the County Commissioners increased to nearly 700,000 in net tax total per year. She stated that it would average \$117,000 a year. She added that the Fayette County voters approved the Special Purpose Local Option Sales Tax (SPLOST). SPLOST funding benefited the Town with \$2 Million above projections and should do the same for the next 5 years. She stated that with ongoing price increases for clothing, gas, food, and rising interest rates, everyone has had to cut back. She asked Council to consider being a trendsetter and to vote for a partial roll-back of the millage rate giving the citizens a tax break. It would speak volumes to the citizens. The tax base would continue to rise and more people would choose Tyrone for their homes and businesses. The roll-back along with SPLOST, grants, and other income streams would keep the Town in good shape and moving forward.

Mayor Dial closed the public hearing.

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

## **XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

## **XII. STAFF COMMENTS**

Ms. Beach informed everyone that the next public hearing would be on Thursday, August 17th at 6:30 pm, before the regular Council meeting where Council would then adopt the millage rate.

**XIII. COUNCIL COMMENTS**

Council Member Hill welcomed her 97-year-old father that was in attendance from Florida.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Campbell.

Voting Yea: Council Member Howard, Council Member Hill, Council Member Furr.

The meeting adjourned at 5:23 pm.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk

# TYRONE TOWN COUNCIL MEETING - SPECIAL CALLED MILLAGE MEETING

## MINUTES

August 17, 2023 at 6:30 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Phillip Trocquet, Assistant Town Manager

Lt. Philip Nelson

Sandy Beach, Finance/HR Manager

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

**IV. PUBLIC COMMENTS:** *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

### V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Hill.

Voting Yea: Council Member Howard, Council Member Furr.

**VI. CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

### VII. PRESENTATIONS

### VIII. PUBLIC HEARINGS

1. Consideration to set the 2023 millage rate for the Town of Tyrone

Mayor Dial explained that the final public hearing was for the consideration to maintain the same millage rate for the 16<sup>th</sup> year in a row. The millage rate reflects the property

taxes. Our property values have gone up which by law is viewed as a property tax increase. However, the Town was keeping its millage rate the same.

Mayor Dial opened the public hearing for anyone that wished to keep the millage rate the same. No one spoke.

Mayor Dial opened the public hearing for anyone that wished to oppose the item.

Ms. Sharlene Alexander who lives on Anthony Dr. stated that she has been a resident for 33-years. She commended Council, the Town Manager and staff for maintaining the millage rate for the 16<sup>th</sup> year in a row. However, it feels like shell game. By keeping the millage rate the same citizens still have a 9.49% increase. She added that although she no longer paid the Board of Education tax and had homestead exemption, her tax bill still increased over 13%. She suggested that in the future to lower the millage rate or reconsider how the Town spends its funding

Ms. Darlena Fields who lives on Mann Road in unincorporated Fayette County shared that she moved there in July of 2021 and since then her taxes have increased by 25%. If the increase continued, she may not be able to retire there. She opposed the property tax increase.

Ms. Jessica Whelan a Valleywood Road resident shared that she spoke on Tuesday night. She mentioned the information that was given by Mr. Perkins which compared the Town's millage rate to other municipalities. She added that in the other municipalities where the millage rates were higher, did they have SPLOST and a County Commission that was raising the taxes? The information sounded good; however, we need to think of what was best for us and consider rolling back our millage.

Mayor Dial closed the public hearing. He stated that the final Council vote would come at the 7:00 pm meeting that night.

## **IX. OLD BUSINESS**

## **X. NEW BUSINESS**

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

## **XII. STAFF COMMENTS**

Mr. Perkins addressed Ms. Whelan's comments regarding his information. He stated that the information quoted was from cities within Fayette County. All Fayette County cities were utilizing SPLOST and LOST funds. The difference was that Fayetteville did not pay a Fire tax, and Peachtree City did not pay Fire or EMS. Those city taxes were higher because they had their own fire departments and emergency services, and they also had a lot more residents than Tyrone. He added that if the Town were to attempt to run its own fire department or emergency services, we would not be able to maintain because Tyrone did not have the number of residents it takes.

**XIII. COUNCIL COMMENTS**

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Campbell.

Voting Yea: Council Member Howard, Council Member Hill, Council Member Furr.

The meeting adjourned at 6:39 pm.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk

# TYRONE TOWN COUNCIL MEETING

## MINUTES

August 17, 2023 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Linda Howard, Post 1

Melissa Hill, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Phillip Trocquet, Assistant Manager

Sandy Beach, Finance/HR Manager

### I. CALL TO ORDER

### II. INVOCATION

### III. PLEDGE OF ALLEGIANCE

### IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Mr. Brian Haynie that lives on Rollingbrook Trail inquired about the advertising signage at Dorthea Redwine Park. He asked if the sign would describe the park itself or be placed on the fences such as those at Handley Park. Mr. Perkins stated that it would be a Plexiglas container that would open and shut which would hold informational material.

Dr. Karen Green who lives in River Oaks stated that she had been a resident for 18 years. She stated that you could not tell where Tyrone was on the way to Peachtree City until a sign was erected on Hwy 74 in 2016. She added that she lived in one of the most affluent neighborhoods in Tyrone and that they paid a lot of the taxes. She inquired what their taxes were being applied to. She could not see at that point how her taxes were benefiting her as a Tyrone resident on the north end.

Mr. John Ross who lives on Chadmore Lane shared that his HOA informed them that the roundabout at Arrowood and Spencer Lane would be completed this summer. He asked what the hold-up was. Mr. Perkins explained that the timeline was incorrect information. The roundabout was currently past the design phase and into the property acquisition phase. Mr. Trocquet added that approval of plans along with property acquisition should be on the following agenda for Council. Mr. Ross asked if the cart paths were part of that plan. Mayor Dial stated that yes, the roundabout and paths were in the same plan. Mr. Trocquet stated that he anticipated the commencement of the path this year, however, the roundabout may begin next year. The cart path mentioned would be along the Hwy 74/Senoia Road exit ramp and the roundabout may take another 18-20 months.

## V. APPROVAL OF AGENDA

A motion was made to approve the agenda with the change of removing item number 11.

Motion made by Council Member Campbell, Seconded by Council Member Furr.

Voting Yea: Council Member Howard, Council Member Hill.

## VI. **CONSENT AGENDA:** *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the August 3, 2023 Workshop and Council meeting minutes, and the August 10th Special Called Millage Meeting minutes.
2. Approval of the 2023/2024 Wrecker Service Agreement with Embrey's Towing.
3. Approval of the purchase of two Ford F-150 police vehicles from Akins Ford with equipment being installed by 144th Marketing Group LLC for a combined total of \$115,530.
4. Approval of donations from the PTC/Fayette Pickleball Association for the Dorthea Redwine Park Pickleball location.
5. Approval of a donated sign board from the Jewkes Law Firm for the Dorthea Redwine Park Pickleball location.
6. Approval of a donated bench from Chick-fil-A for Carla Queen to be placed at Dorthea Redwine Park Pickleball location.

A motion was made to approve the consent agenda.

Motion made by Council Member Furr, Seconded by Council Member Campbell.

Voting Yea: Council Member Howard, Council Member Hill.

## VII. PRESENTATIONS

## VIII. PUBLIC HEARINGS

## IX. OLD BUSINESS

7. Consideration to set the 2023 millage rate for the Town of Tyrone.

Ms. Beach informed everyone that every August the millage rate was calculated according to the Town's share of property taxes. The millage rate was used for the General Fund and staff proposed a rate of 2.889 for the 16<sup>th</sup> year in a row, which would provide approximately 11% of the Town's budget for the 23/24 fiscal year.



Council Member Howard relayed that she also mentioned last year that it was time for Council to look at the possibility of rolling back the millage rate so the Town would not collect the anticipated \$160,000. She added that by looking at the last several years, the increase added to 50%. It was a lot to ask the citizens to pay. Many of the citizens were on a fixed income. If the appraisals had not increased, the Town would have made it without raising the millage rate. She proposed a rollback to 2.626 to give the citizens a break.

Council Member Hill stated that she understood both sides, however, everything was increasing for everyone, including the Town.

Motion made by Council Member Campbell, Seconded by Council Member Furr.  
Voting Yea: Council Member Hill.  
Voting Nay: Council Member Howard.

## **X. NEW BUSINESS**

8. Consideration to approve a contract with TSW for the Shamrock Park Programming Schematic for an amount not to exceed \$21,815. **Phillip Trocquet, Assistant Town Manager**

Mr. Trocquet shared that the 2023 SPLOST noted improvements to Shamrock Park consistent with citizen feedback and concepts listed in the Comprehensive Plan and the Envision Tyrone Downtown plan (LCI). Those improvements included landscaping, hardscaping, and parking improvements, as well as the accommodation of a permanent stage/pavilion for the park. He added that the programming schematic contract would move the park from concept, to design, to be ready for construction so the Town could begin improving the park. He recommended approval of the TSW contract. He asked the amount not exceed \$21,815.

Council Member Howard asked for clarification regarding the study, was it similar to the one performed a few years ago? Mr. Trocquet explained that the LCI study included the entire downtown area. It also included a market study, an architectural element, and feedback from the citizens on which direction they wanted the plan to go. The study, however, did not include a design that the plan could actually be built off of, it was only a concept. He added that the contract before them would move them toward the design and construction.

Mr. Trocquet clarified that the Town would have two LCI studies completed at this year's end. Number 9 on the agenda was a continuation of a previous LCI study. A grant was issued and a second follow-up was next. He added that the current agenda item was specifically for Shamrock Park. The next item was for streetscapes.

Mayor Dial stated his concern about the ending date being March 31, 2024. He wished to negotiate for that date to be moved up and for the project to be completed sooner. Mr.

Davenport shared that the request could be in the form of a motion, leaving room for the contractor, if the project could not be completed within that timeframe.

A motion was made to approve the contract with TSW for the Shamrock Park schematic for an amount not to exceed \$21,815 and to add a 30-day window for the negotiation of the acceleration of the project.

Motion made by Council Member Campbell, Seconded by Council Member Hill.  
Voting Yea: Council Member Howard, Council Member Furr.

9. Consideration to approve a subgrant agreement contract with the Atlanta Regional Commission for the 2023 Livable Centers Initiative (LCI) program. **Phillip Trocquet, Assistant Town Manager**

Mr. Trocquet shared that the Town was awarded a \$160,000 Grant from the Atlanta Regional Commission (ARC). He added that the study dove deeper into downtown streets, in particular, Senoia Road. The contract with ARC explored the study further, engaging the Grant study. The Town would pay for the study and ARC would compensate the Town 80% of the cost. The agreement detailed the study.

Council Member Campbell clarified that the cost for the project was \$200,000, and the grant would reimburse \$160,000. Council Member Campbell inquired about what funding line the \$40,000 would come from. Mr. Trocquet stated that it would come from the Planning and Zoning Technical Services line.

Mayor Dial asked for a more in-depth explanation of how the two studies differ. Mr. Trocquet explained that the federal government allotted funding for transportation, our portion came from the state through ARC. The project focused on downtown and the town center which was for the improvement of livability and walkability. The first LCI study concentrated on downtown as a whole regarding architectural design and how the ordinance would meet those standards. He added that there were many policy objectives. Agenda item number 9 focused specifically on streets, right-of-way, cross sections, and beautification. He informed Council that the item before them would include a survey of the entirety of Senoia Road and its topography, right-of-way widths, and what type of streetscape was feasible. SPLOST funding would allow staff to move directly into construction (streetscaping). Mayor Dial clarified that the new project would not hinder the streetscape project that was about to commence at the Gunnin/Partner's Pizza property.

Council Member Howard noted that the agreement stated on number 3 of the agreement that one of the goals was to utilize transit. Mr. Trocquet stated that ARC was a regional partner and that a lot of communities had multimodal options. Tyrone's focus would be on walkability and bike-ability along with cart paths. The transit element would not ably to Tyrone.

A motion was made to approve the subgrant agreement with the Atlanta Regional Commission for the 2023 Livable Centers Initiative (LCI) program for the streetscaping plan for Senoia Road.

Motion made by Council Member Campbell, Seconded by Council Member Hill.  
Voting Yea: Council Member Howard, Council Member Furr.

10. Consideration to purchase a 2024 Chevrolet 3500HD Service Truck in an amount not to exceed \$65,000.00. **Mitch Bowman, Public Works Supervisor**

Mr. Trocquet presented the item for Mr. Bowman. He stated that the department requested a utility service truck be purchased in the current fiscal year to haul new heavy equipment and to serve as an emergency response vehicle. He added that the public works department needed this type of truck with utility cabinets and additional equipment required for emergencies, and hauling heavy equipment.

Council Member Campbell asked if the contract was a state contract. Mr. Trocquet stated that the cost was less than the state contract. He assured Council that three quotes were obtained. Council Member Campbell clarified that the cost included the body but not the emergency lights. Mr. Trocquet shared that staff would bring the outfit quote back to Council from 144<sup>th</sup> Marketing Group.

A motion was made to approve the purchase of a 2024 Utility Service Truck in the amount not to exceed \$65,000.

Motion made by Council Member Hill, Seconded by Council Member Howard.  
Voting Yea: Council Member Campbell, Council Member Furr

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

## **XII. STAFF COMMENTS**

Mr. Perkins informed everyone that there were copies of a press release from the Downtown Development Authority available to them and was also placed on social media regarding the partnership between the DDA and Neighbors restaurant. Chef Collins Woods who was a Fayette County native and who also worked at Camp Southern Ground as was also a personal chef for Zac Brown, and catered to Chris Hemsworth and Emeril Lagasse among others. Chef Woods and his team won the RFQ for the former fire station property. He added that his team would be leasing the property from the DDA and building out the open-space restaurant mostly from private funding.

Mr. Perkins announced that a soft opening would take place on September 1<sup>st</sup> or 2<sup>nd</sup> for the Pickleball courts. He would make the announcement next week. He added that there were a few more items on the punch list that needed completing.

## **XIII. COUNCIL COMMENTS**

Council Member Howard shared that the Friends of the Tyrone Museum were hosting a Vintage Crafts and Vegetable Market on August 19<sup>th</sup> from 10:00 am – 2:00 pm with free watermelon slices.

Council Member Campbell announced that the final DDA's First Friday event would be on September 1<sup>st</sup> at Shamrock Park, beginning at 8:00 pm.

It was movie night, showing How to Train Your Dragon. He also announced that Founders Day was the first weekend in October and that staff had worked very hard for the upcoming event. The theme would be Carnival and there would be a Ferris Wheel. Mayor Dial added that the Grand Marshalls would be the Gaddys. He added that recently, their barn was struck by lightning and it was a complete loss of all extension cords and more for their annual Christmas light display. He asked that folks pray for a complete replacement.

Council Member Furr shared her concerns regarding a house being built on a downtown lot in addition to a family home. She shared that the lot was a little above 1 acre and that she did not want to set a precedent, was that under the LCI? Her additional concern was that if their septic tank were to fail, there would not be enough space to replace it with another.

Mr. Trocquet informed everyone that an accessory structure/detached garage permit was applied for. Homeowners were allowed to apply for that type of permit. Everyone must meet setbacks, they could not build over septic lines and must have Environmental Health approval. Property owners could finish a space that was not over 700 square feet, however, the space could not be leased for profit. The homeowner shared with him that a portion would be utilized as an office, and the other portion would be for storage. The request did not exceed the size allotted.

Council Member Furr recalled that Fayette County Environmental Health's rule was one septic tank per acre. Mr. Trocquet clarified that the particular lot did not conflict with the septic tank allotment as a detached garage. Council Member Furr stated that someone was living there and it required a septic tank. If the tank failed, it would require additional space for another. Mr. Trocquet reiterated that their application indicated that it was a detached garage and that a portion of the space would be finished for an office. He added that if the space were finished with plumbing, the homeowner would need to seek approval from Environmental Health. The tank would need to be large enough to accommodate the usage.

Council Member Campbell asked if the homeowner said that it was only an office and later on, they moved someone in what then? Mayor Dial stated that if he wanted to build a space of up to 700 square feet for his parents, he would be allowed to do so. Mr. Trocquet also shared that the plans submitted did not indicate a kitchen. Council Member Furr shared that her concern was with the ground and the current septic tank. Mr. Trocquet deferred to Environmental Health regarding any septic concerns or issues. Council Member Furr stated that it was not right and that she would get to the bottom of the issue. She did not want these popping up.

Mr. Perkins echoed Mr. Trocquet and stated that by right, depending on the zoning category, it could occur throughout the Town. Council Member Furr referred to a 10x12 building on Tyrone Road that used to be a playhouse, a lady informed her that she used to live there. Mr. Perkins stated that the building was not new construction and no one

should be living there. He believed that code enforcement took care of that issue. Council Member Furr stated that the family still allowed her to live there.

Mr. Trocquet shared that there had been issues where residents were utilizing their single-family dwellings for multi-family uses and code enforcement had to inform them of the code violations. He added that a number of family members could live within a single-family dwelling as long as they were related. There was not much on the criminal level that the Town could accomplish, it would be left to code enforcement.

**XIV. EXECUTIVE SESSION**

**XV. ADJOURNMENT**

A motion was made to adjourn.

Motion made by Council Member Howard.  
Voting Yea: Council Member Hill, Council Member Campbell, Council Member Furr.

The meeting adjourned at 7:38 pm.

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest: \_\_\_\_\_  
Dee Baker, Town Clerk



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 9/7/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for A-1 Rentals dance floor for October 7<sup>th</sup>.

**Background:** This contract is currently with lawyer and pending

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number:** 230-62-52.2320

### Actions/Options/Recommendations:

### Approval



## PROPOSAL

### Bill To

Town of Tyrone Parks & Rec  
Lynda Owens  
Shamrock Park:  
960 Senoia Rd  
Tyrone, GA 30290  
Phone: (770)487-4694  
Fax:

### Deliver To

Shamrock Park:  
960 Senoia Rd  
Tyrone, GA 30290

Quote No: Q17155

Quote Date: July 12, 2023  
Written By: Cathie Fullerton

Delivery: Fri, Oct 06, 2023 Deliver on Fri event is Sat  
at noon

Event Starts: Sat, Oct 07, 2023 12:00 pm

Event Ends: Sat, Oct 07, 2023 08:00 pm

Pick-up: Mon, Oct 09, 2023 Pick up on Mon

Delivery Method: Delivery

Qty	Description	Size	Unit Price	Bill. Days	Total
Dance Floors					
16	4' x 4' Section, Indoor/Outdoor, Type II		\$34.00	1	\$544.00

**Order Subtotal: \$544.00**

**Damage Waiver (4.00%): \$21.76**

**Delivery Charge: \$160.00**

**Fuel Surcharge: \$32.00**

**Sales Tax (7%): \$53.04**

**TOTAL: \$810.80**

**Deposit Due: \$405.40**

### A-1 Rentals Inc. Lease Agreement

**TERMS & CONDITIONS:** A-1 Rentals Inc. ("A-1") hereby agrees to lease to the other contracting party to this agreement (the "Lessee") the equipment described on the face of this agreement or in the attached schedules (the "Equipment") per the following terms and conditions.

**TITLE & OWNERSHIP:** The Equipment shall be at all times be and remain the A-1's owned property. Lessee shall have only the rights to use the Equipment in accordance with the terms of this agreement (the "Agreement") It is expressly agreed that the Equipment shall be considered as personal property even though it may be affixed or attached to real estate. The Equipment shall not be removed from the place of installation without A-1's express written permission.

**WEATHER RELATED RISKS:** Lessee assumes all weather related risks in holding an outdoor event. Should the Equipment become unusable due to high wind, snow, rain, flooding, extreme cold or heat, or any other factor beyond A-1's control, Lessee shall remain liable for payment in full for all charges. Lessee hereby agrees that any tent(s) rented from A-1 shall not be occupied in adverse, extreme or severe weather conditions, and to evacuate the public during periods of adverse, extreme or severe weather.

**RISK OF LOSS OR DAMAGE:** Lessee shall assume all risk of loss or damage to the Equipment while it is in Lessee's possession. In the event of any loss or damage to the Equipment Lessee shall have the obligation to pay rent for the agreed rental period. Lessee shall assume full responsibility for all loss or damage to A-1s' Equipment caused by wind, rain, snow, fire, flooding or any other disturbance of nature. Lessee agrees to use the Equipment in a careful and proper manner,

**SECURITY:** If the Equipment is located at a non-commercial premises Lessee agrees to employ a competent watchman to

prevent fire, theft, vandalism or other damage to the Equipment from the first day of installation until the Equipment is removed.

Section VI, Item 2.

**INDEMNITY:** Lessee shall indemnify, protect, save, keep harmless and defend A-1, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands, and expenses of whatsoever nature arising out of the Lessee's use, condition, or operation of the Equipment. Lessee shall assume the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands, and expenses, and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue with full force and effect notwithstanding the termination of this agreement whether by expiration of time, by operation of law, or otherwise.

**WAIVER OF LIABILITY:** A-1 will endeavor to use its best efforts at all times to minimize the danger of damage to Lessee's property from the installation or use of the Equipment. Lessee assumes the risk of such damage and expressly releases A-1 from liability for any such damages which may occur, including underground obstructions including, but not limited to sprinkler systems, gas lines, oil lines power lines, etc. Lessee shall provide to A-1 a detailed diagram of all underground systems when applicable.

**MODIFICATION OF AGREEMENT:** Should Lessee decide to change any of the arrangements relating to the services to be performed or the Equipment to be leased, A-1 shall have the right, in its sole discretion, to add, remove, or modify such Equipment, service or service technicians required to maintain the safety and quality of the services and/or equipment. Lessee shall pay for any additional equipment, services, or service technicians (or shall receive a credit for any reduction thereof) at A-1's customary charges. Any such requested changes are subject to the availability of both equipment and labor.

**PAYMENT:** Lessee shall pay the contract price, plus such additions thereto as may be agreed upon or are chargeable pursuant to the terms hereof within the period specific herein. If the balance due is not paid when due, an amount equal to 1.5% of the outstanding balance due shall be charged every month thereafter until final payment is made by Lessee. If Lessee has directed that the A-1's charges are to be billed to another person or organization then Lessee shall, promptly upon receiving notice of nonpayment, pay such lease charges and such additional charge as may be added to the outstanding balance pursuant to the terms hereof. Lessee further agrees to pay and to be responsible for any and all costs, disbursements and attorney's fees incurred in any action to collect any amounts owed to A-1 under this Agreement. All Equipment held by Lessee beyond the agreed upon period indicated on this Agreement may be subject to extended rental fees.

**SITE PREPARATION AND DELIVERY:** Lessee agrees to have the site upon which the Equipment is to be erected, free and clear of all obstacles, natural and manmade, before the arrival of the A-1's work crews. If Lessee fails to do so, then Lessee shall pay A-1 for all costs involved for any delay, additional rent, and all costs, including collection costs and attorney's fees. Lessee agrees to pay \$45.00 per man hour for wait time for labor for cleaning areas not ready for installation or pickup. Lessee agrees to contact A-1's office for applicable set-up/break down fees if this service is desired. A-1 shall endeavor to deliver the equipment at or near the time

requested by Lessee; however, A-1 does not warrant or guaranty such delivery time, as such times may be affected by traffic, unexpected set up time for prior deliveries, and other items.

Lessee acknowledges that the Equipment is of a size, design and quantity selected by Lessee and that A-1 has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the Equipment. A-1 shall not be liable to Lessee for any loss or damage caused directly or indirectly by the Equipment or services, by any inadequacy thereof, or defects therein. Any liability of A-1 shall be limited to the rental cost of the Equipment.

**DEFAULT:** The occurrence of any of the following shall, at A-1's option, terminate this Agreement and Lessee's right to possession of the Equipment: (a) The nonpayment by Lessee of the deposit required hereunder; (b) Lessee's noncompliance with any other term, covenant, or condition of this Agreement which is not cured within a reasonable time after notice thereof from A-1; (c) The execution or other writ or process of law being issued in any action against Lessee, whereby the said Equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership, or insolvency shall be instituted by or against Lessee or Lessee's property; or (d) if A-1 shall deem itself insecure.



TENT MATERIAL: All tents are subject to stretching and retraction of listed sizes and, although all tents have been treated with waterproofing compound, no tents are guaranteed to be absolutely waterproof.

Section VI, Item 2.

PERMITS & LICENCES: Lessee shall, at its own expense, and prior to the installation of the Equipment, provide all necessary permits, licenses, and other consents that may be required by governmental authorities.

SUSPENSION OF A-1'S AGREEMENT: A-1's obligations hereunder shall be suspended to the extent A-1 is hindered or prevented from complying therewith because of labor disturbance, including strikes and lockouts, acts of God, fires, storms, accidents, government regulations, or interferences of any kind, for any cause whatsoever beyond A-1's control.

DEPOSIT: A 50% nonrefundable deposit is due upon the signing of this Agreement and the balance is due three (3) days before the delivery of the Equipment.

SEVERABILITY AND GOVERNING LAW: This Agreement embodies the entire agreement of the parties. It may not be modified or terminated except by other written agreement of the parties. If any provision herein is declared invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions hereof. The terms and conditions herein shall be governed by the laws of the State of Georgia and any legal actions shall be brought in the Courts of Cobb County, Georgia. Lessee acknowledges that all the provisions of this agreement have been read, including the terms and conditions, and Lessee agrees to be bound thereto.

Name (as it appears on card):

Billing Address for card:

City:

State:

Zip Code:

Phone Number of Cardholder (in case of problem):

Type of Card: VISA ☐

MASTERCARD ☐

DISCOVER ☐

AMEX ☐

Card Number:

Expiration Date:

Security Code:

(3 digits on the back for visa, mc, and discover - 4 digits on front for amex)

\*Note Final Balance will be run the Wednesday preceding the event

• A-1 Rentals is not responsible for overdrafts on bank cards • All 50% advance payments are NON-REFUNDABLE • By signing this I also agree to the terms of the lease agreement • Please note: by signing this you are responsible for all charges

\_\_\_\_\_  
signature

\_\_\_\_\_  
date





# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 9/7/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for Action Wrestling Show on October 6, 2023

**Background:** This contract is currently with lawyer and pending

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number:** 230-62-52.1350

### Actions/Options/Recommendations:

### Approval

## **PERFORMANCE AGREEMENT**

THIS CONTRACT (the "Agreement") made and entered into this 21st day of June, 2023 (the "Execution Date"),

### **BETWEEN:**

Town of Tyrone Recreation of 145 Commerce Dr  
(the "Client")

### **OF THE FIRST PART**

**- AND -**

Matt Griffin  
(the "Performer")

### **OF THE SECOND PART**

### **BACKGROUND:**

- A. The Performer is a professional entertainer known as "ACTION Wrestling".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

#### **Business Address of the Performer**

1. Any payments by check or money order should be made out to Matt Griffin.  
The Performer's business address is as follows:  
Address: 150 Berry Hill Ln  
Telephone: (770) 900-8748  
Email: ACTIONWrestlingGA@gmail.com

**Business Address of the Client**

2. The Client's business address is as follows:

Address: 145 Commerce Dr

Telephone: (770) 487-4694

Email: lowens@tyrone.org

**Venue**

3. The place of performance (the "Venue") is located at:

Name: Shamrock Park

Address: 960 Senoia Rd, Tyrone GA 30290

Telephone: (770) 487-4694

**Performance**

4. The entertainment to be provided by the Performer is generally described as Live Pro Wrestling (the "Performance").

**Date and Time of Performance**

5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
2:00pm October 6, 2023	October 6, 2023	7:00pm	9:00pm

**Payment**

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$5,000.00 USD (the "Fee").

**Performer Expenses**

7. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs incurred by the Performer whatsoever, except as expressly provided in this Agreement.

**Payment of Balance**

8. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment.

**Cancellation**

9. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to August 31, 2023.
10. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to July 31, 2023. Cancellation by the Client later than July 31, 2023 will require payment of the full Fee.

**Non-performance by the Client**

11. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.

**Security Deposit**

12. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

**Force Majeure**

13. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

**Sickness and Accidents**

14. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident.

**No Recording of the Performance**

15. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

**Merchandising**

16. The Performer may offer CDs, tapes and other such items for sale at the Performance. The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising.

**Exclusivity**

17. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

**Indemnification**

18. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

**Permits**

19. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**Security**

20. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in

the backstage area.

**Picket Lines**

21. The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

**Governing Law**

22. This Agreement will be governed by, and construed in accordance with, the laws of the State of Georgia. The Client and the Performer each submit to the jurisdiction of the courts of the State of Georgia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Covenant of Good Faith and Fair Dealing**

23. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

**Additional Clause**

24. ACTION Wrestling will provide venue insurance.

**Miscellaneous Terms**

25. Time is of the essence in this Agreement.
26. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.
27. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.
28. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.



29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
30. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
31. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
32. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
33. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.
34. The Client will be responsible for providing suitable power and electricity for the Performance.
35. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.

36. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

**IN WITNESS WHEREOF** the Client and Performer have duly affixed their signatures under hand and seal on this 21st day of June, 2023.

Town of Tyrone Recreation

per: \_\_\_\_\_ (seal)

\_\_\_\_\_  
Matt Griffin



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 9/7/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for Atlanta Stage and Audio

**Background:** This contract is currently with lawyer and pending

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number: 230-62-52.2320**

### Actions/Options/Recommendations:

### Approval



Date: 07-17-23

Invoice #: asa100523

All Quotes are good for 3 Business Days

To: Krista McCenny kmccleddy@tyrone.org  
Shamrock Park

From:

Atlanta Stage &amp; Audio LLC (770)608-9417

960 Senoia Rd Tyrone Ga. 30290  
770-487-4694

1730 Hwy 77 S.

Union Point GA. 30669

678/852-8321 atlantastageaudio@gmail

Services & Parts	QTY	UNIT	TOTAL
Mobile stage 24 X 16	2	\$1,300.00	\$2600.00
Drum riser	2	\$200.00	\$400.00
Labor	2	\$300.00	\$600.00
Banner Package	2	\$500.00	\$1000.00
Delivery and set	2	\$200.00	\$400.00
6-N-1 LED wash FOH wash (50.00 ea)	1	\$300.00	\$300.00
		\$0.00	\$0.00
Buyer will be present at time of delivery for placement. X_____			
Delivery date 10-05-23 @ 11:00am Pickup date 10-07-23 @ 11:00pm			
50% Nonrefundable DEPOSIT DUE UPON CONFIRMATION.		Subtotal	\$5300.00
BALANCE DUE AT TIME OF DELIVERY / SETUP		Amount Paid	
AND/OR SOUND CHECK.		Balance Due	\$5300.00

6% Charge on all C.C payments

NOTES: Client will Secure parking for event for all ASA vehicles  
Client will Advance to ASA Load in/out location and times.  
Client will supply on site security at their expense for any overnight stay of equipment.

**All Banners Must be 50 50 blow through No exceptions (when banner package is included)**

No Banners unless approved by ASA.

**This is not a load bearing roof. Nothing shall be hung from roof system.** X\_\_\_\_\_**On Site visit..... Ground stack only on Sound system.** X\_\_\_\_\_

*All equipment must be returned in the condition of delivery. At the time of delivery all equipment was in excellent working condition. Renter agrees to pay for damages and any loss of equipment. Atlanta Stage and Audio LLC is not responsible for any damage or loss of money caused by equipment or Renter. ASA reserves the right to cancel, end or postpone event due to bad weather for the safety of all persons.* X\_\_\_\_\_



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 9/7/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for Bulldog Golf Carts.

**Background:** This contract is currently with lawyer and pending final approval

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number:** 230-62-52.2320

### Actions/Options/Recommendations:

### Approval



**Bulldog Golf Carts**  
142 Huddleston Rd  
Peachtree City, Ga 30269  
Ph (770) 487-8750 Fax (770) 487-7395  
www.bulldoggolfcarts.com

Section VI, Item 5.

### Golf Cart Rental Reservation Policy

Thank you for choosing Bulldog to provide golf cart rentals for your event.  
To confirm your reservation please read the policy below and send this form back with your reservation deposit.

A 25% deposit is required at time reservation is confirmed.

Deposit will be refunded for cancellations **15 days or more prior to reservation date.**

No refunds of deposit if reservation is cancelled with less than 15 days notice.

If full payment was made at the time of reservation, only the 25% is non-refundable if reservation is cancelled.

Reservation Name \_\_\_\_\_ Rental date(s) \_\_\_\_\_

Please charge card below for the deposit amount of \$ \_\_\_\_\_ (charge balance day of rental) **OR**

Please charge card below for the full rental amount of \$ \_\_\_\_\_

Credit card # \_\_\_\_\_ exp date \_\_\_\_\_

Address credit card bill goes to \_\_\_\_\_

I understand that the renter is solely responsible for the golf cars and must carry their own liability insurance. Damage and/or excessive cleaning is the responsibility of the renter. Renter agrees to hold Bulldog Golf Carts harmless for any and all damages due to renter's negligence or improper use of rental vehicle.

I have read and agree to above terms \_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 8/25/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for the "Jamie Pelfrey Band" to perform on Founders Day, October 7th

**Background:** Contract for two hour performance.

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number: 230-62-52.1350**

### Actions/Options/Recommendations:

### Approval

**Performance Agreement**

Between: The Town of Tyrone

And Jamie Pelfrey Band

(individually and collectively the "Performer")

**Background:**

A. The performer is a band known as: Jamie Pelfrey Band

B. The Purchaser wishes to engage the Performer and is willing to undertake to do so, subject to the terms and conditions as follows:

In consideration of and as a condition of the Purchaser hiring the Performer and other valuable consideration,

the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Address of the Performer**

The Performer will be represented by a primary contact (the "Performer Contact"). Any payments by check or money order should be made out to the Performer Contact. The Performer's address is as follows:

Band Manager: Jamie Pelfrey

Address: 17 Sherman Lane, Cartersville, GA 30121

Telephone: (404) 862-0779

Email: [jpelfreymusic@gmail.com](mailto:jpelfreymusic@gmail.com)

This contract (the "Agreement") made and entered into this 25th day of July, 2023

(the "Execution Date"),

The Town of Tyrone

"Jamie Pelfrey Band"

Atlanta, Georgia

404-862-0779

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**Address of the Purchaser**

The Purchaser's address is follows:

Address: 960 Senoia Rd, Tyrone, GA 30290

Telephone: 770-487-4694

Email: lowens@tyrone.org

**Venue:**

The place of performance (the "Venue") is located at:

Name: Shamrock Park

Address: 960 Senoia Rd, Tyrone, GA 30290

**1. Performance**

The entertainment to be provided by the Performer is generally described as a family friendly festival. The Purchaser will provide a stage and cover for the Performer for the described event.

**2. Date and Time of Performance**

The date of the Performance is Saturday, October 7th, 2023. The time of the performance is yet to be determined. The Band will play (1) two hour set, with no breaks.

**3. Payment**

In full consideration for all services rendered by the Performer, the Purchaser agrees to pay the Performer a fixed fee of \$1600.00 (the "Fee").

**4. Performer Expenses**

The Performer agrees that the Fee is inclusive of all accommodations, traveling expenses to and from the Venue and covers any payments whatsoever due to other members of the group or unit, except as expressly provided in this Agreement.

**5. Refreshments**

The Purchaser will provide a cooler filled with ice, bottled water and gatorades.

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**6. Deposit**

There will be no deposit.

**7. Deposit Refund**

There is no deposit to refund.

**8. Overtime**

If and when agreeable to the Purchaser and the Performer, the time of the Performance may be extended at the hourly overtime rate of \$600.00, to be paid prior to the overtime period.

**9. Payment of Balance**

The Purchaser is paying the entire balance of \$1600 before set up on October 7th, 2023. The balance will be in the form of a check made out to the band leader: Jamie Pelfrey. If a credit card is used, The Town of Tyrone will be responsible for the 3.5% credit card charge (\$56) and will bring the balance to: \$1,656.

**10. Cancellation By Purchaser**

The Purchaser reserves the right to cancel this agreement without obligation upon notice to the Performer prior to August 15th, 2023.

**11. Cancellation By Performer**

The Performer reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to August 15th, 2023.

**12. Non-performance by the Purchaser**

Those obligations of the Purchaser that are to be completed prior to the Performance of the Performer are conditions precedent which must be carried out in full by the Purchaser before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to carry out any other condition precedent as required by this Agreement then the

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Purchaser will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Purchaser will forfeit any funds already paid to the Performer.

### **13. Sound and Lighting Systems**

The Purchaser will provide all sound and lighting systems required to facilitate the Performance as agreed upon by both parties. The Performer warrants that all equipment is in good working order, and fit for its purpose. The Performer will designate a representative who will have sole authority in mixing and controlling all sound equipment during the Performance and during each rehearsal.

Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser.

### **14. Security Deposit**

The Performer will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

### **15. Force Majeure**

Neither the Performer nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Purchaser. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

### **16. Sickness and Accidents**

The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident, such incapacity to be confirmed in writing by a medical doctor. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

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**17. Key Personnel**

The band will consist of at least 5 pieces.

**18. Recording of the Performance**

Recording or transmitting of the Performance by anyone through any means whatsoever will be allowed under this agreement.

**19. Merchandising**

The Performer will not be permitted to display or offer for sale CDs, tapes, and other items at the Performance.

**20. Exclusivity**

The Performer will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

**21. Indemnification**

The Performer is responsible only for its own conduct. The Performer will be compensated by the Purchaser for any and all damage done to the Performer's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

**22. Permits**

The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**23. Dress Code**

The Performer will be suitably and tidily dressed during the Performance.

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**24. Hazardous Material**

The Performer and any other person associated with the Performer agree not to bring into the Venue any material, equipment, or other object which is likely to constitute a hazard of bodily harm to any person or which is likely to constitute a hazard to property.

**25. Pyrotechnics**

No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

**26. Security**

The Purchaser will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Purchaser is also responsible to ensure that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

**27. Picket Lines**

The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

**28. Governing Law**

The Purchaser and the Performer submit to the jurisdiction of the courts of the State of Georgia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

This Agreement will be enforced or construed according to the laws of the State of Georgia.

**29. Mediation and Arbitration**

If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 30 days to notify the other party. The party not claiming the dispute will have 30 days to remedy the

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dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to nonbinding mediation in accordance with any statutory rules of mediation

### **30. Covenant of Good Faith and Fair Dealing**

The Purchaser and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

### **31. Miscellaneous Terms**

Time is of the essence in this Agreement.

**32.** The Performer and the Performer's crew will not be in possession or consume at the Venue any drugs.

**33.** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

**34.** No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules, or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images, or language. If the Performer violates this section, the Purchaser may immediately cancel the Performance and this Agreement.

**35.** The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.

**36.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa.

Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**37.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in

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no way be affected, impaired, or invalidated as a result.

**38.** This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by the Performer or to the Performer by the Purchasers, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

**39.** This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Purchaser's successors and assigns.

**40.** The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Purchaser for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

**41.** The Purchaser will be responsible for providing suitable power and electricity for the Performance.

**42.** It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Purchaser will control the scheduling of the Performance. The Performer is not an employee of the Purchaser. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other Purchasers.

**43.** Any notices or delivery required here will be deemed complete when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

**44.** The Performer and the Purchaser each hereby agree that GigMasters.com, Inc. is not responsible for

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any loss, injury, claim, liability, damage, or consequential damage caused by, arising out of or otherwise related to the Performance, this Agreement, or any matter related thereto, or for any other reason. The Performer and the Purchaser each agree to indemnify and hold GigMasters.com, Inc., its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of the Performance, this Agreement, or any matter related thereto, or for any other reason. GigMasters.com, Inc. shall be entitled to rely on, and shall be a third party beneficiary of, this section. The Performer and the Purchaser each hereby agree that this Agreement is solely between the Performer and the Purchaser. The Performer and the Purchaser each hereby agree that GigMasters.com, Inc. is not responsible for this Agreement, the Performance, or any matters related thereto, and GigMasters.com, Inc. shall not be required to intervene, arbitrate, negotiate or otherwise become a party to or involved in this Agreement, the Performance, or any matters related thereto hence, or any matters related thereto, and GigMasters.com, Inc. shall not be required to intervene, arbitrate, negotiate or otherwise become a party to or involved in this Agreement, the Performance, or any matters related thereto.

In witness whereof the Performer and the Purchaser have duly affixed their signatures under hand and seal on this \_\_\_\_ Day of \_\_\_\_\_, 2023.

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The Town of Tyrone (Representative)

**Jamie Pelfrey**

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Eric Dial, Mayor

ATTEST: \_\_\_\_\_

Dee Baker, Town Clerk

Thanks again!!

Jamie



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 8/25/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for the Jamie Pelfrey to run sound for all bands for October 7<sup>th</sup> Founders Day event. He will run sound for the following: "The Jamie Pelfrey Band", "The Band Rongo and Friends", and "The Block Party Band".

**Background:** Jamie will be set up by 12:30 (start of festival) and continue until fireworks show at 8:00 pm.

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number: 230-62-52.1300**

### Actions/Options/Recommendations:

**Approval**

## **Performance Agreement**

Between: The Town of Tyrone

And Jamie Pelfrey Band

(individually and collectively the "Performer")

### **Background:**

A. The performer is a band known as: Jamie Pelfrey Band

B. The Purchaser wishes to engage the Performer and is willing to undertake to do so, subject to the terms and conditions as follows:

In consideration of and as a condition of the Purchaser hiring the Performer and other valuable consideration,

the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

### **Address of the Performer**

The Performer will be represented by a primary contact (the "Performer Contact"). Any payments by check or money order should be made out to the Performer Contact. The Performer's address is as follows:

Band Manager: Jamie Pelfrey

Address: 17 Sherman Lane, Cartersville, GA 30121

Telephone: (404) 862-0779

Email: [jpelfreymusic@gmail.com](mailto:jpelfreymusic@gmail.com)

This contract (the "Agreement") made and entered into this 25th day of July, 2023

(the "Execution Date"),

The Town of Tyrone

"Jamie Pelfrey Band"

Atlanta, Georgia

404-862-0779

**Address of the Purchaser**

The Purchaser's address is as follows:

Address: 960 Senoia Rd, Tyrone, GA 30290

Telephone: 770-487-4694

Email: lowens@tyrone.org

**Venue:**

The place of performance (the "Venue") is located at:

Name: Shamrock Park

Address: 960 Senoia Rd, Tyrone, GA 30290

**1. Performance**

The entertainment to be provided by the Performer is generally described as a family friendly festival. The Purchaser will provide a stage and cover for the Performer for the described event.

**2. Date and Time of Performance**

The date of the Performance is Saturday, October 7th, 2023. This will be an ALL Day event. We will arrive no later than 10am to start sound set up and leave upon completion of the event.

**3. Payment**

In full consideration for all services rendered by the Performer, the Purchaser agrees to pay the Performer a fixed fee of \$3500.00 (the "Fee").

**4. Performer Expenses**

The Performer agrees that the Fee is inclusive of all accommodations, traveling expenses to and from the Venue and covers any payments whatsoever due to other members of the group or unit, except as expressly provided in this Agreement.

**5. Refreshments**

Nothing required.

## **6. Deposit**

There will be a deposit of \$500.

## **7. Deposit Refund**

The Deposit is non-refundable.

## **8. Overtime**

There will be no overtime. The hours for the event have yet to be determined.

## **9. Payment of Balance**

The Purchaser is paying the entire balance of \$3000 before set up on October 7th, 2023. The balance will be in the form of a check made out to the sound provider: Jamie Pelfrey.

## **10. Cancellation By Purchaser**

The Purchaser reserves the right to cancel this agreement without obligation upon notice to the Performer prior to August 15th, 2023.

## **11. Cancellation By Performer**

The Performer reserves the right to cancel this Agreement without obligation upon notice to the Purchaser prior to August 15th, 2023.

## **12. Non-performance by the Purchaser**

Those obligations of the Purchaser that are to be completed prior to the Performance of the Performer are conditions precedent which must be carried out in full by the Purchaser before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Purchaser cancels or postpones any performance without proper notice or fails to make any payment or fails to carry out any other condition precedent as required by this Agreement then the Purchaser will be in breach of this Agreement and the Performer will have no further obligations under this Agreement. The Purchaser will forfeit any funds already paid to the Performer.

**13. Sound System**

The Performer will provide all sound systems required to facilitate the Performance as agreed upon by both parties. The Performer will provide sound for all (3) stages for the event. The Performer warrants that all equipment is in good working order, and fit for its purpose. The Performer will designate a representative who will have sole authority in mixing and controlling all sound equipment during the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Purchaser.

**14. Security Deposit**

The Performer will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance.

**15. Force Majeure**

Neither the Performer nor the Purchaser will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Purchaser. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

**16. Sickness and Accidents**

The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident, such incapacity to be confirmed in writing by a medical doctor. However, failure to perform will result in the Performer returning any and all outstanding funds to the Purchaser.

**17. Key Personnel**

Jamie Pelfrey, Randy Smith and (2) assistants that will be hired by the Performer.

**18. Recording of the Performance**

Recording or transmitting of the Performance by anyone through any means whatsoever will be allowed under this agreement.

**19. Merchandising**

The Performer will not be permitted to display or offer for sale CDs, tapes, and other items at the Performance.

**20. Exclusivity**

The Performer will perform exclusively for the Purchaser throughout the actual period of services of this Agreement unless otherwise provided by the Purchaser in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

**21. Indemnification**

The Performer is responsible only for its own conduct. The Performer will be compensated by the Purchaser for any and all damage done to the Performer's equipment by the Purchaser, its agents or guests. The Purchaser indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly caused by the Performer.

**22. Permits**

The Purchaser warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**23. Dress Code**

The Performer will be suitably and tidily dressed during the Performance.

**24. Hazardous Material**

The Performer and any other person associated with the Performer agree not to bring into the

Venue any material, equipment, or other object which is likely to constitute a hazard of bodily harm to any person or which is likely to constitute a hazard to property.

**25. Pyrotechnics**

No pyrotechnic devices will be allowed during the Performance. Violation of this provision will result in immediate cancellation of the Performance and this Agreement.

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The Purchaser will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Purchaser is also responsible to ensure that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

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**28. Governing Law**

The Purchaser and the Performer submit to the jurisdiction of the courts of the State of Georgia for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

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**29. Mediation and Arbitration**

If a dispute will arise under the terms of this Agreement, the party claiming the dispute will have 30 days to notify the other party. The party not claiming the dispute will have 30 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at its option will have ten (10) days to submit the dispute to nonbinding mediation in accordance with any statutory rules of mediation.



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The Purchaser and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

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Time is of the essence in this Agreement.

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**36.** Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

**37.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired, or invalidated as a result.

**38.** This Agreement contains the entire agreement between the parties and cannot be changed except

by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Purchaser by the Performer or to the Performer by the Purchasers, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.

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**40.** The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Purchaser for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

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**43.** Any notices or delivery required here will be deemed complete when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

**44.** The Performer and the Purchaser each hereby agree that GigMasters.com, Inc. is not responsible for any loss, injury, claim, liability, damage, or consequential damage caused by, arising out of or otherwise related to the Performance, this Agreement, or any matter related thereto, or for any

other reason. The Performer and the Purchaser each agree to indemnify and hold GigMasters.com, Inc., its directors, officers and employees, harmless from any claim, demand, or damage, including legal fees, asserted by any third party due to or arising out of the Performance, this Agreement, or any matter related thereto, or for any other reason. GigMasters.com, Inc. shall be entitled to rely on, and shall be a third party beneficiary of, this section. The Performer and the Purchaser each hereby agree that this Agreement is solely between the Performer and the Purchaser. The Performer and the Purchaser each hereby agree that GigMasters.com, Inc. is not responsible for this Agreement, the Performance, or any matters related thereto, and GigMasters.com, Inc. shall not be required to intervene, arbitrate, negotiate or otherwise become a party to or involved in this Agreement, the Performance, or any matters related thereto hence, or any matters related thereto, and GigMasters.com, Inc. shall not be required to intervene, arbitrate, negotiate or otherwise become a party to or involved in this Agreement, the Performance, or any matters related thereto.

In witness whereof the Performer and the Purchaser have duly affixed their signatures under hand and seal on this \_\_\_\_\_ Day of \_\_\_\_\_, 2023.

The Town of Tyrone (Representative)

**Jamie Pelfrey**

\_\_\_\_\_  
Eric Dial, Mayor

ATTEST: \_\_\_\_\_

Dee Baker, Town Clerk

Thanks again!!

Jamie



# COUNCIL ITEM AGENDA REQUEST FORM

**Department:** RECREATION

**Meeting Date:** 9/7/2023

**Staff Contact:** Lynda Owens

**Agenda Section:** Consent

## Staff Report:

### Item Description:

Contract for Ken Scott on October 7, 2023

**Background:** This contract is currently with lawyer and pending

### Current Activity:

Pending Council Approval

**Is this a budgeted item?\_yes If so, include budget line number:** 230-62-52.1350

### Actions/Options/Recommendations:

### Approval



Ken Scott  
14 Stillwater Way  
Newnan GA 30265  
770-252-1516  
Email: ken@kenscottmagic.com

Thursday July 27, 2023

Hi Krista

We are looking forward to your event! This letter is an agreement in what we agreed on for your event.

Krista McClenny  
The City Tyrone

Tyrone GA

Contact number: (770) 881-8295

Show Details: Ken Scott Comedy magic show

Saturday, October 7, 2023

**Time of Show: 1:00 PM**

Ken should arrive 15-30 mins before the start of the performance.

Event location: ??? need address

**Total Fee: 450.00**

**Deposit: 00.00**

**Pay Deposit: [Book/Pay Online](#)**

**Performance fee is due before or following the performance the day of the event.**

Thank you again!

The Ken Scott Team

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**[Click Here to Read and Sign the Document](#)**

[Ken@kenscottmagic.com](mailto:Ken@kenscottmagic.com)  
[www.KenScottmagic.com](http://www.KenScottmagic.com)



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** September 7, 2023  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to award the 2024 Laurelwood Road Connector Multi-Use Path professional services (PW-2024-06) to Keck and Wood.

**BACKGROUND:**

On March 21, 2024 the citizens of Fayette County voted and approved the 2024 SPLOST referendum. As part of the approved 2024 SPLOST projects, the Town is moving forward with the professional services for the 2024 Laurelwood Road Connector Multi-Use Path. These professional services include Design, Bid, and Construction Administration services. As part of the Design process, these services include surveying and utility coordination services along with land acquisition documents as necessary. The Design Services are a lump sum at \$23,700 while the Bid and Construction Administration Services are hourly rates not to exceed at \$15,800. Total for these services is a maximum of \$39,500.

**FUNDING:**

2024 SPLOST

**STAFF RECOMMENDATION:**

Staff is recommending authorizing the Mayor to execute and award the contract with Keck and Wood for a total fee of \$39,500.00 to perform the professional services on the 2024 Laurelwood Road Connector Multi-Use Path project PW-2024-06.

**ATTACHMENTS:**

Keck and Wood Proposal

**PREVIOUS DISCUSSIONS:**

None

August 18, 2023

Mr. Scott Langford, PE  
Public Works Director / Town Engineer  
Town of Tyrone  
950 Senoia Road  
Tyrone, GA 30290  
**Sent Via Email:** [slangford@tyrone.org](mailto:slangford@tyrone.org)

Re: Proposal for Professional Services  
Laurelwood Connector Multi-use Path

Dear Mr. Langford:

Keck & Wood ("KW") is pleased to submit this proposal for the Professional Services (Surveying, Engineering Design, Bidding & Construction Administration) of the Laurelwood Connector Multi-use Path project in the Town of Tyrone, Georgia ("Town").

The proposed improvements include a 10 to 12 foot multi-use path starting on Laurelwood Drive near the intersection with Briarwood Road then continuing along and crossing Briarwood Road and ending on the dirt road portion of Laurelwood Drive to the east. The crossing at Briarwood Road shall consider the need for a rapid flashing beacon crossing.

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, engineering design, bidding assistance, and construction administration services. The following is a detailed scope of our proposed services:

- A. SURVEYING** - KW and/or its subconsultants will prepare a field run topographic survey of the project area (estimated to be 1 +/- acres in total). This survey will include all planimetric features as well as property boundaries.
- B. ENGINEERING DESIGN** - Following are tasks associated with this phase of project development:
- Develop construction plans, including:
    - Cover Sheet
    - Index
    - Typical Section
    - Roadway Plans
    - Driveway Profiles
    - Cross Sections
    - Signing and Marking Plans
    - Cut/fill limits
    - Drainage Plans and Profiles
    - Construction Details
    - Erosion Control Plans
    - Right-of-way plans and associated legal descriptions
  - Utility Coordination
  - Preparation of a construction cost estimate



- Preparation of a Bid Document Package, including construction plans and a bidding manual

**C. BIDDING ASSISTANCE (hourly not to exceed)** - Keck & Wood will perform the following requested bidding assistance services on an hourly not to exceed basis. Following are tasks associated with this phase of project development:

- Respond to questions from bidders
- Prepare addenda as needed

**D. CONSTRUCTION ADMINISTRATION (hourly not to exceed)** – Keck & Wood will perform the following requested construction administration services on an hourly not to exceed basis. A three (3) month construction schedule is anticipated, and is used to develop the anticipated ‘not to exceed’ fees. Should the schedule extend beyond three (3) months, the ‘not to exceed’ amount may need to be adjusted:

- Coordination of the pre-construction meeting
- Review and approve contractor’s pay applications
- Respond to construction RFIs
- Site visits
- Periodically review contractor’s operations and prepare any change orders as needed
- Coordinate and conduct final inspection and prepare final punch item list
- Process project close out documents

**Fee Schedule**


Compensation for work performed shall be billed on a **lump sum** and **hourly not to exceed** basis. Once per month during the existence of this contract, KW shall submit to the Town an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising, permitting and application fees are the responsibility of the Town.

A. Surveying	\$ 7,700
B. <u>Engineering Design</u>	<u>\$ 16,000</u>
<b>Total Lump Sum Fees</b>	<b>\$ 23,700</b>
C. Bidding Assistance	\$ 2,000
D. <u>Construction Administration</u>	<u>\$ 13,800</u>
<b>Total Hourly Not to Exceed Fees</b>	<b>\$ 15,800</b>

If you have any questions or would like additional information, don’t hesitate to contact me at 678-417-4023. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

KECK & WOOD, INC.

  
Sam J. Serio, P.E.  
Vice President

ACCEPTED by the TOWN OF TYRONE

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments: Terms and Conditions

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

**SCOPE OF SERVICES:** Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

**AGREEMENT:** Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk, to the extent allowed by law, and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident, other than accidents caused by the Consultant; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all private property as required by the Consultant to perform authorized services.

Section X, Item 11.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the Consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date.

15. **WARRANTY:** CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

16. **HAZARDOUS MATERIALS:** Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Client. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

August 18, 2023

Mr. Scott Langford, PE  
Public Works Director / Town Engineer  
Town of Tyrone  
950 Senoia Road  
Tyrone, GA 30290  
**Sent Via Email:** [slangford@tyrone.org](mailto:slangford@tyrone.org)

Re: Proposal for Professional Services  
Tullamore–Greencastle Connector Multi-use Path

Dear Mr. Langford:

Keck & Wood (“KW”) is pleased to submit this proposal for the Professional Services (Surveying, Engineering Design, Bidding & Construction Administration) of the Tullamore-Greencastle Connector Multi-use Path project in the Town of Tyrone, Georgia (“Town”).

The proposed improvements include a 10 to 14 foot multi-use path starting near the entrance of the Tullamore subdivision then continuing along and crossing Dogwood Trail and ending on Greencastle Road near the intersection with Dogwood Trail. The crossing at Dogwood Trail shall consider the need for a rapid flashing beacon crossing. The proposed improvements will require coordination with the County regarding an existing project through the corridor.

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, engineering design, bidding assistance, and construction administration services. The following is a detailed scope of our proposed services:

- A. SURVEYING** - KW and/or its subconsultants will prepare a field run topographic survey of the project area (estimated to be 1.5 +/- acres in total). This survey will include all planimetric features as well as property boundaries.
- B. ENGINEERING DESIGN** - Following are tasks associated with this phase of project development:
- Develop construction plans, including:
    - Cover Sheet
    - Index
    - Typical Section
    - Roadway Plans
    - Driveway Profiles
    - Cross Sections
    - Signing and Marking Plans
    - Cut/fill limits
    - Drainage Plans and Profiles
    - Construction Details
    - Erosion Control Plans
    - Right-of-way plans and associated legal descriptions
  - Utility Coordination
  - Coordination with the County

- Preparation of a construction cost estimate
- Preparation of a Bid Document Package, including construction plans and a bidding manual

**C. BIDDING ASSISTANCE (hourly not to exceed)** - Keck & Wood will perform the following requested bidding assistance services on an hourly not to exceed basis. Following are tasks associated with this phase of project development:

- Respond to questions from bidders
- Prepare addenda as needed

**D. CONSTRUCTION ADMINISTRATION (hourly not to exceed)** – Keck & Wood will perform the following requested construction administration services on an hourly not to exceed basis. A three (3) month construction schedule is anticipated, and is used to develop the anticipated ‘not to exceed’ fees. Should the schedule extend beyond three (3) months, the ‘not to exceed’ amount may need to be adjusted:

- Coordination of the pre-construction meeting
- Review and approve contractor’s pay applications
- Respond to construction RFIs
- Site visits
- Periodically review contractor’s operations and prepare any change orders as needed
- Coordinate and conduct final inspection and prepare final punch item list
- Process project close out documents

**Fee Schedule**

Compensation for work performed shall be billed on a **lump sum** and **hourly not to exceed** basis. Once per month during the existence of this contract, KW shall submit to the Town an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising, permitting and application fees are the responsibility of the Town.

A. Surveying	\$ 7,700
B. <u>Engineering Design</u>	<u>\$ 21,000</u>
<b>Total Lump Sum Fees</b>	<b>\$ 28,700</b>
C. Bidding Assistance	\$ 2,000
D. <u>Construction Administration</u>	<u>\$ 13,800</u>
<b>Total Hourly Not to Exceed Fees</b>	<b>\$ 15,800</b>

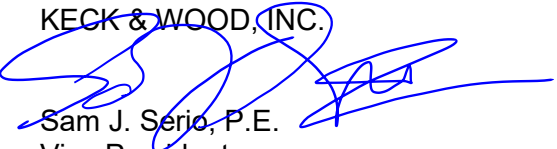
If you have any questions or would like additional information, don’t hesitate to contact me at 678-417-4023. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

ACCEPTED by the TOWN OF TYRONE

KECK & WOOD, INC.

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

  
Sam J. Serio, P.E.  
Vice President

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments: Terms and Conditions

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

**SCOPE OF SERVICES:** Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

**AGREEMENT:** Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk, to the extent allowed by law, and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident, other than accidents caused by the Consultant; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all private property as required by the Consultant to perform authorized services.

Section X, Item 12.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the Consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date.

15. **WARRANTY:** CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

16. **HAZARDOUS MATERIALS:** Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Client. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** September 7, 2023  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to award the 2024 Tullamore-Greencastle Connector Multi-Use Path professional services (PW-2024-07) to Keck and Wood.

**BACKGROUND:**

On March 21, 2024 the citizens of Fayette County voted and approved the 2024 SPLOST referendum. As part of the approved 2024 SPLOST projects, the Town is moving forward with the professional services for the 2024 Tullamore-Greencastle Connector Multi-Use Path. These professional services include Design, Bid, and Construction Administration services. As part of the Design process, these services include surveying and utility coordination services along with land acquisition documents as necessary. The Design Services are a lump sum at \$28,700 while the Bid and Construction Administration Services are hourly rates not to exceed at \$15,800. Total for these services is a maximum of \$44,500.

**FUNDING:**

2024 SPLOST

**STAFF RECOMMENDATION:**

Staff is recommending authorizing the Mayor to execute and award the contract with Keck and Wood for a total fee of \$44,500.00 to perform the professional services on the 2024 Tullamore-Greencastle Connector Multi-Use Path project PW-2024-07.

**ATTACHMENTS:**

Keck and Wood Proposal

**PREVIOUS DISCUSSIONS:**

None



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** September 7, 2023  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to award the 2024 Sandy Creek High School Multi-Use Path professional services (PW-2024-08) to Keck and Wood.

**BACKGROUND:**

On March 21, 2024 the citizens of Fayette County voted and approved the 2024 SPLOST referendum. As part of the approved 2024 SPLOST projects, the Town is moving forward with the professional services for the 2024 Sandy Creek High School Multi-Use Path. These professional services include Design, Bid, and Construction Administration services. As part of the Design process, these services include surveying, utility coordination, school coordination, and railroad coordination services along with land acquisition documents as necessary. The Design Services are a lump sum at \$102,000 while the Bid and Construction Administration Services are hourly rates not to exceed at \$43,400. Total for these services is a maximum of \$145,400.

**FUNDING:**

2024 SPLOST

**STAFF RECOMMENDATION:**

Staff is recommending authorizing the Mayor to execute and award the contract with Keck and Wood for a total fee of \$145,400.00 to perform the professional services on the 2024 Sandy Creek High School Multi-Use Path project PW-2024-08.

**ATTACHMENTS:**

Keck and Wood Proposal

**PREVIOUS DISCUSSIONS:**

None

August 18, 2023

Mr. Scott Langford, PE  
Public Works Director / Town Engineer  
Town of Tyrone  
950 Senoia Road  
Tyrone, GA 30290  
**Sent Via Email:** [slangford@tyrone.org](mailto:slangford@tyrone.org)

Re: Proposal for Professional Services  
Sandy Creek High School Multi-use Path

Dear Mr. Langford:

Keck & Wood (“KW”) is pleased to submit this proposal for the Professional Services (Surveying, Engineering Design, Bidding & Construction Administration) of the Sandy Creek High School Multi-use Path project in the Town of Tyrone, Georgia (“Town”).

The proposed improvements include a 10 to 12 foot multi-use path starting at the intersection of Senoia Road and Swanson Road and continuing north along Senoia Road to Powers Way. The path will then turn onto Powers Way and continue to cross the railroad tracks on the Hobgood property and continue east to Sandy Creek High School. Coordination with the school will be required to determine the path’s tie in location. Along the path, we will determine potential mid-block crossings on Senoia Rd to tie the path to the businesses.

KW intends to provide the Town with professional engineering design services for the implementation of this project. Our scope of services will include survey, engineering design, bidding assistance, and construction administration services. The following is a detailed scope of our proposed services:

- A. SURVEYING** - KW and/or its subconsultants will prepare a field run topographic survey of the project area (estimated to be 8.5 +/- acres in total). This survey will include all planimetric features as well as property boundaries.
  
- B. ENGINEERING DESIGN** - Following are tasks associated with this phase of project development:
  - Develop construction plans, including:
    - Cover Sheet
    - Index
    - Typical Section
    - Roadway Plans
    - Driveway Profiles
    - Cross Sections
    - Signing and Marking Plans
    - Cut/fill limits
    - Drainage Plans and Profiles
    - Construction Details
    - Erosion Control Plans
    - Right-of-way plans and associated legal descriptions
  - Utility, School, and Railroad Coordination
  - Preparation of a construction cost estimate



- Preparation of a Bid Document Package, including construction plans and a bidding manual

**C. BIDDING ASSISTANCE (hourly not to exceed)** - Keck & Wood will perform the following requested bidding assistance services on an hourly not to exceed basis. Following are tasks associated with this phase of project development:

- Respond to questions from bidders
- Prepare addenda as needed

**D. CONSTRUCTION ADMINISTRATION (hourly not to exceed)** – Keck & Wood will perform the following requested construction administration services on an hourly not to exceed basis. A nine (9) month construction schedule is anticipated, and is used to develop the anticipated ‘not to exceed’ fees. Should the schedule extend beyond nine (9) months, the ‘not to exceed’ amount may need to be adjusted:

- Coordination of the pre-construction meeting
- Review and approve contractor’s pay applications
- Respond to construction RFIs
- Site visits
- Periodically review contractor’s operations and prepare any change orders as needed
- Coordinate and conduct final inspection and prepare final punch item list
- Process project close out documents

**Fee Schedule**

Compensation for work performed shall be billed on a **lump sum** and **hourly not to exceed** basis. Once per month during the existence of this contract, KW shall submit to the Town an invoice for payment based on the actual work performed for the Project through the invoice period. All advertising, permitting and application fees are the responsibility of the Town.

A. Surveying	\$ 44,000
B. <u>Engineering Design</u>	<u>\$ 58,000</u>
<b>Total Lump Sum Fees</b>	<b>\$ 102,000</b>
C. Bidding Assistance	\$ 2,000
D. <u>Construction Administration</u>	<u>\$ 41,400</u>
<b>Total Hourly Not to Exceed Fees</b>	<b>\$ 43,400</b>

If you have any questions or would like additional information, don’t hesitate to contact me at 678-417-4023. We appreciate the opportunity to work with the Town of Tyrone on this project.

Sincerely,

KECK & WOOD, INC.

  
Sam J. Serio, P.E.  
Vice President

ACCEPTED by the TOWN OF TYRONE

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments: Terms and Conditions

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

**SCOPE OF SERVICES:** Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

**AGREEMENT:** Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk, to the extent allowed by law, and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident, other than accidents caused by the Consultant; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all private property as required by the Consultant to perform authorized services.

Section X, Item 13.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the Consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date.

15. **WARRANTY:** CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

16. **HAZARDOUS MATERIALS:** Nothing contained within this Agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Client. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

August 8, 2023

Revised August 21, 2023

Scott Langford  
Town of Tyrone  
Public Works Director/Town Engineer  
950 Senoia Road  
Tyrone, Georgia 30290

(via email: slangford@tyrone.org)

**Subject: Schnabel Reference 23170077.00P, Proposal for Engineering Services, Preliminary Engineering Evaluation of Dams, Town of Tyrone, Georgia**

Dear Mr. Langford:

**SCHNABEL ENGINEERING, LLC** (Schnabel) is pleased to present this proposal to the Town of Tyrone (Town) for preliminary engineering evaluation services for three dams located within the Town. This proposal presents the background information, outlines the scope of services and specifies the fees for our work.

## **PROJECT BACKGROUND**

Schnabel understands that the Town has an interest in making improvements to three dams located within the town limits. The Town owns or is a partial owner of the dams. The following sections briefly describe the location of the dams and Schnabel's understanding of the Town's planned activities associated with them.

### ***Adams Lake Dam (a.k.a. Adams Tract Lake Dam)***

Adams Lake Dam is located approximately ½ mile southwest of the intersection of Dogwood Trail and Joel Cowan Parkway. More specifically, the dam is located at Latitude North 33° 26' 50.0" and Longitude West 84° 35' 40.8". The dam is located on Gin Branch and consists of an earthen embankment with a maximum height of approximately 25 feet. The total crest length of the embankment is on the order of 600 feet. An asphaltic concrete paved public road, Adams Lake Drive, traverses the crest of the embankment.

Schnabel is familiar with the dam given that our personnel were involved in the design and construction of the dam renovation, which was completed in 2004. The renovation consisted of the installation of a siphon spillway, regrading of the downstream slope, construction of an auxiliary spillway, and installation of a subsurface drainage system. The subject dam is currently classified as a Category II. This means that failure or improper operation of the dam would not result in the probable loss of human life. Category

II dams are not regulated by the Georgia Safe Dams Program (SDP). However, the renovation design measures were designed to meet the requirements of a Category I structure being regulated by the SDP.

Schnabel understands the Town is interested in acquiring portions of the properties adjacent to the dam in order to become the sole owner/operator of the structure. There are approximately 6 parcels, not including the public right-of-way, that may contain portions of the earthen embankment and/or spillway system of the dam. Additionally, Schnabel understands that the Town is concerned with trees and other inappropriate vegetation that have established on and adjacent to the dam over the years due to lack of routine maintenance, as well as an erosion feature located near the upstream right abutment of the dam.

#### ***Shamrock Park Dam***

Shamrock Park Dam is located to the east of the Tyrone Public Library. More specifically, the dam is located at Latitude North 33° 28' 35.9" and Longitude West 84° 35' 33.5". The dam is located on an unnamed tributary of Flat Creek and is generally oriented in a north-south direction on the east side of the pond. Shamrock Park's asphalt walking path traverses the crest of the dam. Due to the size of the dam, it is not included on the dam inventory list maintained by the SDP. Based on preliminary conversations with you, Schnabel understands that the principal spillway is potentially clogged, and the normal pool is elevated as a result. The Town is concerned with trees and other inappropriate vegetation that have established on and adjacent to the dam over the years due to lack of routine maintenance. A railroad embankment and stream crossing in the form of a culvert also appear to be located immediately downstream of the dam.

#### ***Handley Park Dam***

Handley Park Dam is located about ½ mile northeast of the intersection of Tyrone Road and Joel Cowan Parkway. More specifically, the dam is located at Latitude North 33° 28' 58.0" and Longitude West 84° 34' 37.8". The dam is ¼ mile upstream of Lake Pendleton, is generally oriented in a north-south direction on the east side of the pond, and impounds an unnamed tributary of Flat Creek. Similarly to Shamrock Park Dam, this dam is not included on the dam inventory list. Schnabel understands that the Town is concerned with trees and other inappropriate vegetation that have established on and adjacent to the dam over the years due to lack of routine maintenance, as well as with the condition and functionality of the existing spillway system.

### **SCOPE OF SERVICES**

Our scope of services will involve the following tasks:

- Visual Evaluation
- Topographic and Boundary Survey
- Hydrologic and Hydraulic Analysis

The following sections present the intended work to be performed by Schnabel.

#### **Visual Evaluation**

Schnabel personnel, with at least one engineer registered in the state of Georgia who is also certified as an Engineer-of-Record by the SDP, will perform the visual evaluations of the three dams. Based on our observations and past experiences, we will evaluate the condition of the dams, and submit our opinion/evaluation to you in a short letter, to include standard inspection forms and photographic logs.

Our evaluation and report will include the following:

- Visual evaluation of the embankment
  - Observation of vegetation on the embankment
  - Observation of embankment seepage concerns, if any
  - Observation of embankment slope stability concerns, if any
  - Observation of existing drainage systems and/or monitoring wells, if any
- Visual evaluation of outlet works
  - Observation of principal spillway system
  - Visual evaluation of outlet channel
  - Observation of auxiliary spillway

We note that our work associated with the visual evaluations does not include any subsurface exploration, material testing, engineering calculations/analytical work or preparation of plans. Our letter may recommend such additional studies if actions are needed to address observed deficiencies with the dam. Any dimensions provided in the report should be considered approximate. Additionally, our work does not include observations of the interior of the principal spillway conduits for the dams. Based on conversations with you, we understand that the Town may utilize a pole camera on the scheduled date of the visual evaluations to observe the interior of one or more of the conduits for the dams.

For Adams Lake Dam, Schnabel representatives will operate/test the siphon system to determine the functionality of the drawdown spillway. Schnabel takes no responsibility for any damages or malfunctions that may occur during the operation of the siphon spillway. Schnabel assumes that a Town representative will meet our representatives on-site during the operation of the siphon, and will coordinate the testing of the siphon with representatives of the Maple Shade homeowners' association. Prior to the scheduled date of the inspection, the Town will confirm what equipment/tools are required to operate the valve for the siphon, as well as submit photograph(s) to Schnabel of the valve so that our personnel can prepare sufficiently for the siphon system testing.

Schnabel will coordinate access to the dams with you prior to the scheduled date of the visual evaluations. As of the date of this proposal, Schnabel will plan to perform the visual evaluations in September 2023. Schnabel will coordinate a specific date and time for the visual evaluations with you upon receipt of the signed proposal. We assume that the visual evaluations will be performed on the same date.

### **Topographic and Boundary Survey**

Utilizing the services of a licensed professional land surveyor, registered in the state of Georgia as a subconsultant to us, Schnabel will perform a topographic survey of Adams Lake Dam, Shamrock Park Dam and Handley Park Dam. The surveys will include topographic information related to the dams, spillway outlet works, and areas in the immediate vicinity. The survey will include the upstream and downstream slopes, the abutments of the embankment, the associated outlet works, and underground utilities. Trees within the topographic survey limits with diameters at breast height (DBH) greater than or equal to 18 inches will be indicated on the surveys. The information obtained from the topographic survey will be utilized to develop the hydraulic model of the dams and spillway outlet works.

Based on preliminary conversations with you, Schnabel understands that a topographic survey of the Shamrock Park Dam may have been completed recently by others. Based on the Town's planned course of action for this dam, Schnabel assumes that the Town will provide survey information for Shamrock Park Dam to us for use in developing hydraulic modeling, as requested or provide authorization to perform a topographic survey.

Schnabel understands that the Town is interested in acquiring portions of properties in the vicinity of Adams Lake Dam in order to become the sole owner/operator of this structure. In consideration of this, Schnabel's surveying subconsultant will perform a boundary survey of the properties upon which portions of the dam and spillway outlet works are located. Schnabel notes that the Town of Tyrone shall be responsible for coordinating with adjacent property owners for access during the topographic and boundary surveys of Adams Lake Dam. No bathymetric survey (survey of elevation data below the normal pool elevation) will be performed as part of our work for any of the three dams described herein. To determine the extents of the upstream slope of the dam for Adams Lake, Schnabel will utilize records from our past engagements for the dam to establish the limits of the embankment.

After the topographic and boundary surveys for Adams Lake Dam are completed, Schnabel will coordinate with the Town to develop proposed property boundaries around the extents of the dam footprint. After these proposed boundaries are established, Schnabel will utilize the services of the surveyor that is planned to perform the field work to produce exhibits of the resulting properties with legal descriptions for property acquisition purposes. Additionally, the surveyor will stake out the resulting property boundaries for the dam property only so that adjacent property owners can visualize the changes to the property boundaries. Schnabel will perform a site visit to review the preliminary stakeout with the Town and surveyor. After the property boundaries are finalized, Schnabel's surveyor will set permanent property pins at new boundary corners.

### **Hydrologic & Hydraulic Analyses**

Utilizing the topographic survey information provided by our subconsultant or the Town, Schnabel will perform hydrological and hydraulic analyses of the existing dams and spillway outlet works for Shamrock Park Dam and Handley Park Dam. Schnabel notes that no hydrologic and hydraulic analysis will be performed for Adams Lake Dam. Where field-run topographic data is not available, Schnabel will supplement topographic information with the best available GIS topographic data within the public domain.

Schnabel will create a hydrologic and hydraulic model for the dams within the United States Corps of Engineer's (USACE) computer program, HEC-HMS. Rainfall runoff will be estimated utilize methods developed by the Natural Resources Conservation Service (NRCS). We will utilize this HEC-HMS model to route the runoff associated with the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour storm events through each of the dams and spillways to determine the existing peak flood elevations and spillway discharges associated with these storms. If either dam is determined to have an earthen auxiliary spillway, Schnabel will also evaluate the 50-year, 6-hour storm event.

Schnabel will also evaluate the dams for the appropriate fraction of the Probable Maximum Precipitation (PMP) design storm event, based on SDP size requirements. This design storm event is based on the size of the impoundment and dam. For the preliminary evaluation, hydraulic models will be developed

based only upon the existing land use conditions within the watershed. A summary of the hydrologic and hydraulic analysis, as well as supporting calculations necessary to develop the models, will be included in the summary reports of the respective dams.

At a minimum, Schnabel recommends that dams (regardless of classification) are capable of passing an appropriate fraction of the PMP with adequate freeboard. In the event that the dams are incapable of safely storing and passing one or more of the storm events analysis, Schnabel is capable of providing alternatives to improve the capacity of the dams and spillway outlet works in a future agreement.

**EXCLUSIONS**

Schnabel Scope of Work associated with this proposal does not include any of the following activities:

- Spillway Rehabilitation Alternatives Analyses and/or Planning
- Final Design of the Dams and Spillway Systems
- Operation & Maintenance Manuals
- Emergency Action Plans
- Development of Construction Plans and Specifications
- Local, State, and/or Federal Permitting
- Bid Phase and/or Contractor Selection Services
- Construction Phase Services

**SCHEDULE**

Following the receipt of authorization from the Town, Schnabel shall complete the Scope of Services within the durations as identified in the table below.

**Task Duration Table**

Task Name	Duration
Visual Evaluation	Within 2 Months
Topographic and Boundary Survey	Within 3 Months
Hydrologic & Hydraulic Analyses	Within 4 Months

**COMPENSATION**

We will perform the work described in the Scope of Services for the lump sum fees listed below. For your convenience, the tasks/subtask have been itemized so that they may be authorized, as desired. Please initial and date next to each task that is desired to be completed to provide authorization.

**Authorization**

**Task 1 – Adams Lake Dam**

- |   |         |       |
|---|---------|-------|
| • Task 1A – Visual Evaluation & Siphon Operation* | \$3,500 | _____ |
| • Task 1B – Topographic Survey                    | \$8,500 | _____ |

• Task 1C – Boundary Survey	\$11,500	_____
• Task 1D – Proposed Parcel Exhibits and Descriptions	\$5,000	_____
• Task 1E – Preliminary Stakeout of Dam Parcel	\$3,750	_____
• Task 1F – Property Pinset for Parcels	\$2,250	_____

**Task 2 – Shamrock Park Dam**

• Task 2A – Visual Evaluation*	\$3,000	_____
• Task 2B – Topographic Survey	\$7,000	_____
• Task 2C – H&H Analysis**	\$7,000	_____

**Task 3 – Handley Park Dam**

• Task 3A – Visual Evaluation*	\$3,000	_____
• Task 3B – Topographic Survey	\$7,000	_____
• Task 3C – H&H Analysis of Handley Park Dam***	\$7,500	_____

\*The visual evaluation lump sum fees (for Tasks 1A, 2A, & 3A) are contingent on authorization for all three visual evaluations simultaneously. If only two visual evaluations are selected, the fee for both selected visual evaluations shall increase by \$500. If only one visual evaluation is selected, the fee for the selected visual evaluation shall increase by \$1,000.

\*\*Completion of Task 2C contingent upon provision of topographic survey to Schnabel by Town or authorization and completion of Task 2B.

\*\*\*Completion of Task 3C contingent upon authorization and completion of Task 3B.

Authorized work performed outside the specified Scope of Services, to included meetings and/or lengthy client consultations, will be performed on a unit rate basis in accordance with the attached Schedule of Fees. Coordination with the Town’s legal counsel regarding changes to the property boundaries in the vicinity of Adams Lake Dam is anticipated. Because the nature and extent of this coordination, on the part of both Schnabel and our surveying subconsultant, is difficult to quantify at the time of this proposal, Schnabel proposes to provide consultation services for this activity on a unit rate basis. We recommend establishing a unit rate budget of \$4,000 for consultations and meetings.

Our invoices will be submitted monthly, with a final invoice submitted after completion of our services. Payment for undisputed work will be due upon receipt of our invoices and will be considered past due 30 days from the date of the invoice. Interest at 1.5 percent a month will be charged on all undisputed overdue amounts.



The attached Schedule of Fees and Standard Contract Terms and Conditions will apply to services to be provided under this proposed agreement. The rates on the Schedule of Fees and all remaining budgets will be maintained throughout the duration of the work described and authorized herein, with the remaining terms unchanged. However, if the ability for Schnabel to progress and complete the authorized work is delayed beyond March 1, 2024 due to inactivity, indecision, or any other reason on the part of the Town, Schnabel reserves the right to suspend any remaining work to be complete and renegotiate the rates on the Schedule of Fees and all remaining budgets prior to completing any remaining work.

**AUTHORIZATION**

To formalize our agreement, we request that you indicate the authorized tasks by initialing and dating in the spaces provided above, sign in the space provided below, and return one copy of this proposal and attachments for our files. Please note that the Schedule of Fees and Terms and Conditions are a part of this agreement. This proposal is valid for 30 days from the date shown.

We appreciate the opportunity to present this proposal and look forward to working with you on these projects.

Sincerely,

**SCHNABEL ENGINEERING, LLC**



J. Tyler Coats, PE  
Associate

MCG:JTC

**Enclosures:**    Schedule of Personnel Fees 17-23.02 Dams  
                         Standard Terms and Conditions (two sheets)

The terms and conditions of this proposal, including the attached Standard Contract Terms and Conditions are:

**ACCEPTED BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**SCHEDULE OF PERSONNEL FEES – SCHNABEL ALPHARETTA**  
**Effective until December 31, 2023**

Senior Consultant	\$307.00/hr
Principal	\$303.00/hr
Senior Associate	\$275.00/hr
Associate	\$244.00/hr
Senior Engineer/Technologist/Scientist	\$205.00/hr
Project Engineer/Technologist/Scientist	\$177.00/hr
Construction Resident Engineer/Resident Project Representative	\$177.00/hr
Senior Staff Engineer/Technologist/Scientist	\$157.00/hr
Staff Engineer/Technologist/Scientist	\$136.00/hr
Senior Technician II/Construction Resident Technician	\$129.00/hr
Senior Technician I	\$109.00/hr
Technician III	\$ 95.00/hr
Technician II	\$ 79.00/hr
Technician I	\$ 70.00/hr
CAD Tech III	\$145.00/hr
CAD Tech II	\$131.00/hr
CAD Tech I	\$110.00/hr
Administrative	\$ 84.00/hr

**NOTES:**

1. Engineering fees will be based upon the actual hours charged for personnel multiplied by the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate. All travel expenses, including mileage, will be marked up 15% to cover the cost of handling, insurance, and overhead.
3. Special pickup and delivery expenses will be billed at cost plus 15%, or our prevailing hourly and mileage rates for our own personnel.
4. Overtime for Technicians is time for work on Saturday, Sunday, and Federal holidays, time in excess of 8 hours per day and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr. is added to the above rate for overtime.
5. Subcontracts for subsurface exploration, bulldozers, surveys, etc. are marked up 15% to cover the cost of handling, insurance and overhead.
6. Preparation time for deposition and trial testimony, as well as actual time for deposition and trial testimony will be charged at the hourly rate multiplied by 1.5.
7. Per Diem Rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website [www.GSA.gov](http://www.GSA.gov) for the area in which the project is located, unless otherwise stated in the proposal.
8. Schedule of Fees will increase on January 1, 2024 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics – All Urban Consumers – U.S. City Average.

**SCHNABEL ENGINEERING, LLC**  
**STANDARD CONTRACT TERMS AND CONDITIONS**

1. DEFINITIONS
  - 1.1 Schnabel Engineering, LLC, the "Engineer," agrees to provide Professional Services, as delineated in the attached Proposal. "Engineer" means Engineer and its employees, and subcontractors.
  - 1.2 The "Client" is the other party to this "Agreement."
  - 1.3 The "Contractor" is the responsible party providing construction for the subject Project.
2. ENTIRE AGREEMENT, SCOPE OF WORK
  - 2.1 The Agreement between Engineer and Client consists of the Proposal, these Standard Contract Terms and Conditions, and any other exhibits or attachments referenced in the Proposal. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Engineer pursuant to this Agreement are described in the attached Proposal and include the Scope of Work. Both Client and Engineer must mutually acknowledge any changes to this Agreement in writing. All work performed by Engineer on or relating to the Project is subject to the terms and limitations of this Agreement.
  - 2.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 12, "Dispute Resolution."
3. STANDARD OF CARE, DISCLAIMER OF WARRANTIES
  - 3.1 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.
4. SITE ACCESS, SITE CONDITIONS, SAMPLES.
  - 4.1 Client will provide rights of entry and access for Engineer to perform its Services.
  - 4.2 Engineer will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Engineer of known or suspected underground features in the area of the work, and Engineer will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.
  - 4.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.
5. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE
  - 5.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Engineer and Engineer's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Engineer retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Client may make and retain copies of them for information and reference in connection with the use and occupancy of the Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.
  - 5.2 At Client's request, client may negotiate with Engineer to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Engineer, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Engineer, and b) client will defend, indemnify and hold harmless Engineer from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Engineer may retain copies of all documents for its files.
  - 5.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E-Data") are provided only as an accommodation by Engineer for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Engineer from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Engineer.
6. THIRD PARTY RELIANCE UPON DOCUMENTS
  - 6.1 Engineer's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Engineer's Documents, without first obtaining Engineer's prior written consent.
  - 6.2 No third party may rely upon Engineer's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Engineer has agreed to such reliance in advance and in writing.

**SCHNABEL ENGINEERING, LLC**  
**STANDARD CONTRACT TERMS AND CONDITIONS**

**7. ASSIGNMENT, SUBCONTRACTING**

- 7.1 Neither Client nor Engineer may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.
- 7.2 Notwithstanding Section 7.1, Engineer may subcontract subsurface exploration, testing, and other supplemental services and assign accounts receivable as security for financial obligations without notification or consent of Client.

**8. TERMINATION, SUSPENSION**

- 8.1 Either party upon 7 days' written notice may terminate this Agreement for convenience or material breach of Agreement. In the event of termination for convenience or material breach of Agreement, Engineer shall be paid for Services performed to the termination date, plus reasonable termination expenses.

**9. ALLOCATION OF RISK**

- 9.1 Engineer's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Engineer under this Agreement or \$25,000, whichever is less. Upon Client's written request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit.
- 9.2 Client and Engineer agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.
- 9.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

**10. INDEMNIFICATION**

- 10.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- 10.2 Indemnification of Engineer. Subject to the provisions and limitations of this Agreement, Client agrees to indemnify and hold harmless Engineer from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities 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.

**11. INVOICES, PAYMENTS**

- 11.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one and one-half percent (1-1/2%) per month or fraction thereof on past due payments under this Agreement.
- 11.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Engineer will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Engineer.

**12. DISPUTE RESOLUTION**

- 12.1 Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The 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.
- 12.2 The law of the Commonwealth of Virginia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the Commonwealth of Virginia and Engineer and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

**13. SEVERABILITY**

- 13.1 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.



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** September 7, 2023  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to award professional design services for the 2024 Adams Lake Dam Improvements project PW-2024-10 and the 2024 Handley Park Dam Improvements project PW-2024-12 to Schnabel Engineering.

**BACKGROUND:**

On March 21, 2024 the citizens of Fayette County voted and approved the 2024 SPLOST referendum. As part of the approved SPLOST 2024 projects, the Town is moving forward with the professional services for the 2024 Adams Lake Dam Improvements project PW-2024-10 and the 2024 Handley Park Dam Improvements project PW-2024-12. These professional services include preliminary engineering evaluation and surveying services. As part of the services, a hydrologic and hydraulic analysis will be conducted. This information will then be used to establish the scope of work required for each dam so that engineering design services can be accurately estimated and procured. The professional services are a lump sum at \$34,500 for Adams Lake Dam and \$18,000 for Handley Park Dam. Shamrock Park Dam work on another project has already accomplished some of this work; therefore, we will finish the work with that company and not as part of this contract.

**FUNDING:**

2024 SPLOST

**STAFF RECOMMENDATION:**

Staff is recommending authorizing the Mayor to execute and Award the Preliminary Engineering Services contract to Schnabel Engineering for the 2024 Adams Lake Dam Project PW-2024-10 and for the 2024 Handley Park Dam Improvement Project PW-2024-12 for a total fee of \$52,500.

**ATTACHMENTS:**

Schnabel Engineering Proposal

**PREVIOUS DISCUSSIONS:**

None



## COUNCIL AGENDA ITEM COVER SHEET

**Meeting Type:** Council - Regular

**Meeting Date:** September 7, 2023

**Agenda Item Type:** New Business

**Staff Contact:** Scott Langford

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### STAFF REPORT

**AGENDA ITEM:**

Consideration to approve the Right-of-way plans and authorize Legal Counsel to proceed with Land Acquisition for project PW-2021-13-04 Palmetto/Arrowood/Spencer Roundabout.

**BACKGROUND:**

This Roundabout (RAB) is part of the 2017 SPLOST projects. The design is 90% complete and the project is ready to start the land acquisition phase. Total land acquisition are: ROW = 1.628 acres, Construction & Maintenance = 0.326 acres, Construction of Slopes = 0.560 acres, and Driveways = 0.074 acres. There are 22 land areas owned by 6 individual property owners.

**FUNDING:**

2017 SPLOST

**STAFF RECOMMENDATION:**

Staff Recommends to Approve the right-of-way plans for PW-2021-13-04 Palmetto/Arrowood/Spencer Roundabout and authorize Legal Counsel to proceed with Land Acquisition.

**ATTACHMENTS:**

RAB Right-of-way plans and Land Acquisition Matrix

**PREVIOUS DISCUSSIONS:**

None

RAB Palmetto Arrowood Spencr Easement Matrix  
8/28/2023

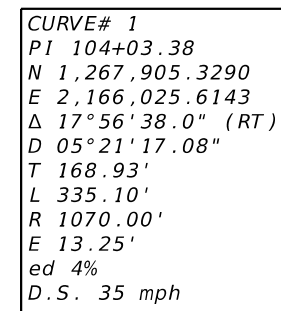
<u>Name</u>	<u>Parcel</u>	<u>DE # on Plans</u>	<u>Section</u>	<u>Size (Sqft)</u>	<u>Area (ac)</u>	<u>Type</u>	<u>Type</u>	<u>Cost</u>	<u>Acquired</u>
Clarendon Place Inc	1	DE 110	Palmetto South	3448.320	0.079	Const/Slope	Temp		
Clarendon Place Inc	1	DE 119	Palmetto South	530.310	0.012	Driveway	Temp		
Clarendon Place Inc	10	DE 83	Spencer	4929.940	0.113	Const/Maint	Temp/Perm		
Clarendon Place Inc	10	DE 104	Spencer	1285.936	0.030	Const/Slope	Temp		
Clarendon Place Inc	10	DE 57	Spencer	3890.890	0.089	RoW	Permanent		
Stiltner	2	DE 86	Arrowood	1778.815	0.041	Const/Slope	Temp		
Stiltner	2	DE 120	Arrowood	294.070	0.007	Driveway	Temp		
Stiltner	2	DE 76	Arrowood	2363.845	0.054	RoW	Permanent		
Chapo	3	DE 164	Arrowood	184.860	0.004	Const/Slope	Temp		
Knott	4	DE 170	Arrowood	414.150	0.010	Const/Slope	Temp		
Knott	4	DE 175	Arrowood	210.260	0.005	Driveway	Temp		
Tyrone Palmetto Rd Properties LLC	6	DE 16	Palmetto South	1729.860	0.040	Const/Slope	Temp		
Clarendon Place Inc	7	DE 55	Palmetto /Spencer	9049.500	0.208	Const/Maint	Temp/Perm		
Clarendon Place Inc	7	DE 17	Palmetto South	11079.080	0.254	Const/Slope	Temp		
Clarendon Place Inc	7	DE 18	Palmetto /Spencer	57959.580	1.331	RoW	Permanent		
Clarendon Place Inc	8	DE 64	Spencer	213.340	0.005	Const/Maint	Temp/Perm		
Clarendon Place Inc	8	DE 72	Spencer	3006.900	0.069	Const/Slope	Temp		
Clarendon Place Inc	8	DE 40	Spencer	5848.590	0.134	RoW	Permanent		
Diederich	9	DE 131	Palmetto North	1185.320	0.027	Const/Slope	Temp		
Diederich	9	DE 144	Palmetto North	279.450	0.006	Const/Slope	Temp		
Diederich	9	DE 139	Palmetto North	2159.580	0.050	Driveway	Temp		
Diederich	9	DE 124	Palmetto North	851.780	0.020	RoW	Permanent		

**Total Area Calcs**  
**Right-of-way= 1.628 Acres**  
**Con/Maint = 0.326 Acres**  
**Slope = 0.560 Acres**  
**Driveways = 0.074 Acres**  
**Total = 2.588**

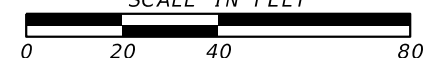




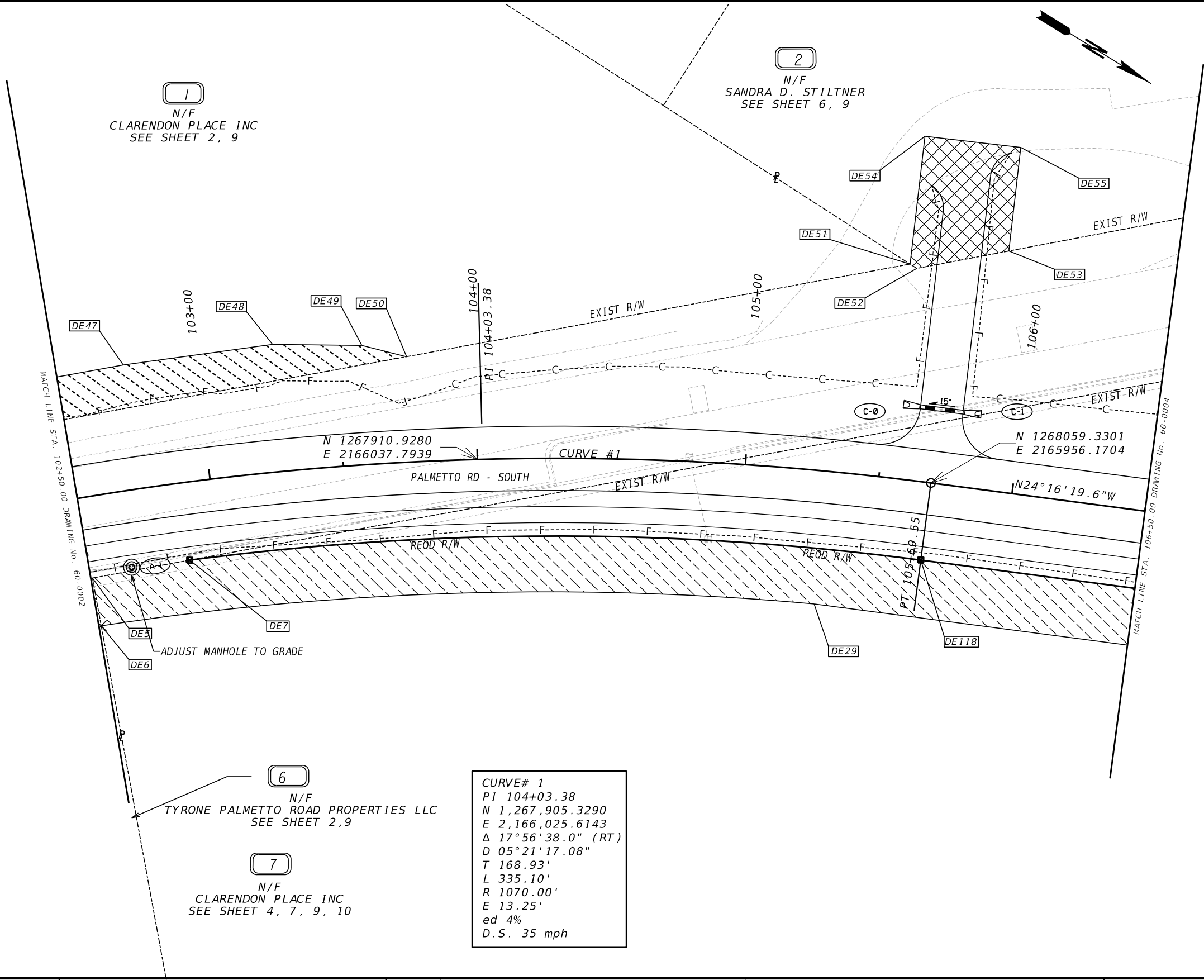
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DATE	REVISIONS



85

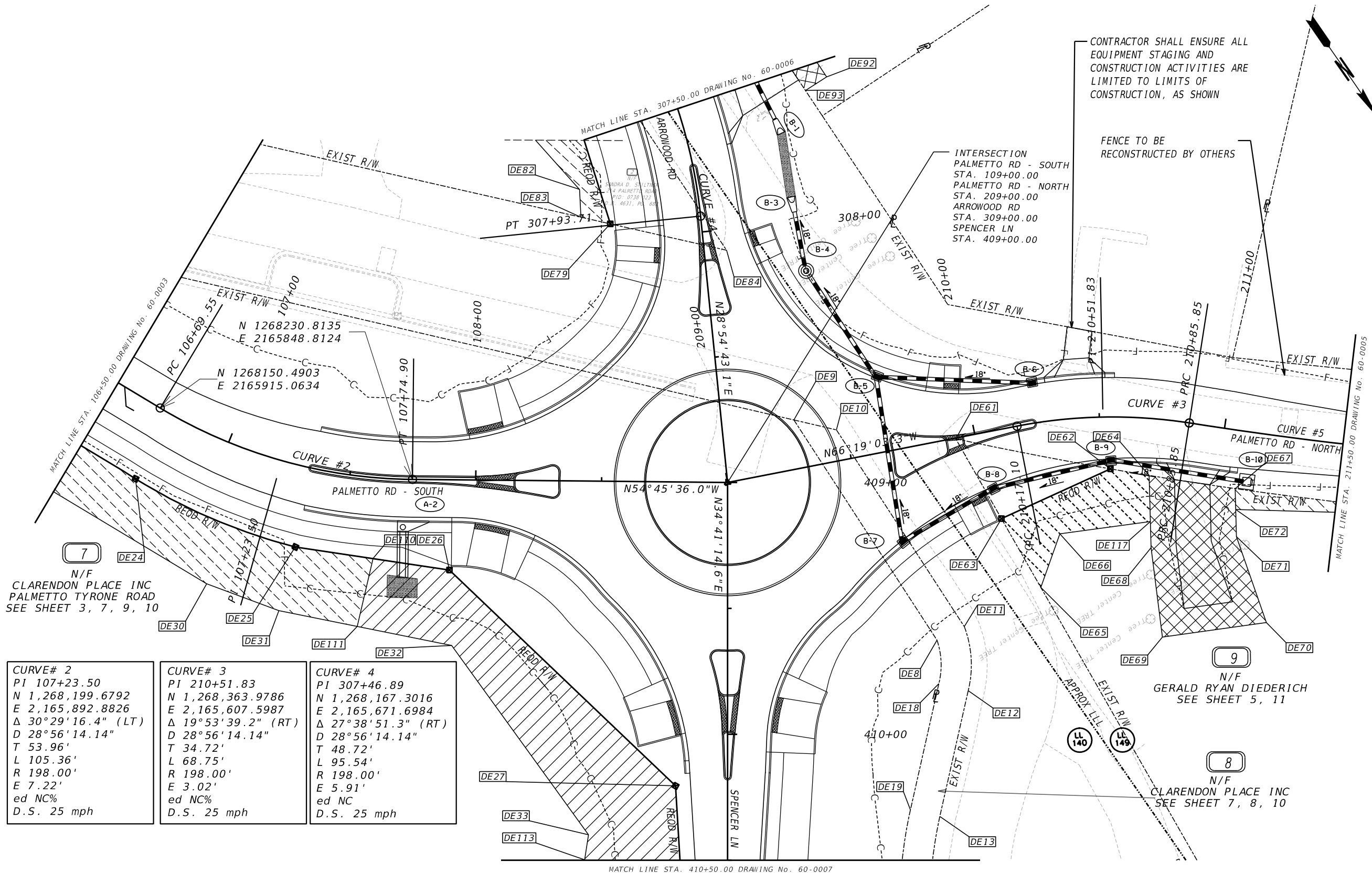


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ed 4%  
D.S. 35 mph

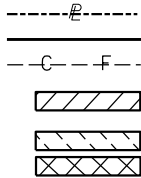
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	<div><div>-----E-----</div><div>-----C-----F-----</div><div><div></div></div><div><div></div></div><div><div></div></div></div>	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	<div><div>-----ooo-----</div><div>-----ooo-----</div><div>-----   -----</div><div>-----   -----</div><div>-----•••-----</div><div>-----•••-----</div></div>	DATE	REVISIONS	<div><div><div>POND</div><div>Architects ■ Engineers ■ Planners</div></div><div>SCALE IN FEET</div><div><div></div><div>0204080</div></div></div>	TOWN OF TYRONE
							RIGHT OF WAY MAP PROJECT NO: PW-2021-13-04 COUNTY: FAYETTE LAND LOT NO: 140 LAND DISTRICT: 7 GMD: 549 DATE 01/27/23 SH 03 OF 11

GRWPLN-CE  
11/05/2020

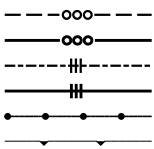
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60-0086



PROPERTY AND EXISTING R/W LINE  
REQUIRED R/W LINE  
CONSTRUCTION LIMITS  
EASEMENT FOR CONSTR  
& MAINTENANCE OF SLOPES  
EASEMENT FOR CONSTR OF SLOPES  
EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA  
END LIMIT OF ACCESS.....ELA  
EXISTING LIMIT OF ACCESS  
REQ'D LIMIT OF ACCESS  
EXISTING LIMIT OF ACCESS & R/W  
REQ'D LIMIT OF ACCESS & R/W  
ORANGE BARRIER FENCE  
ESA - ENV. SENSITIVE AREA



DATE REVISIONS

DATE	REVISIONS

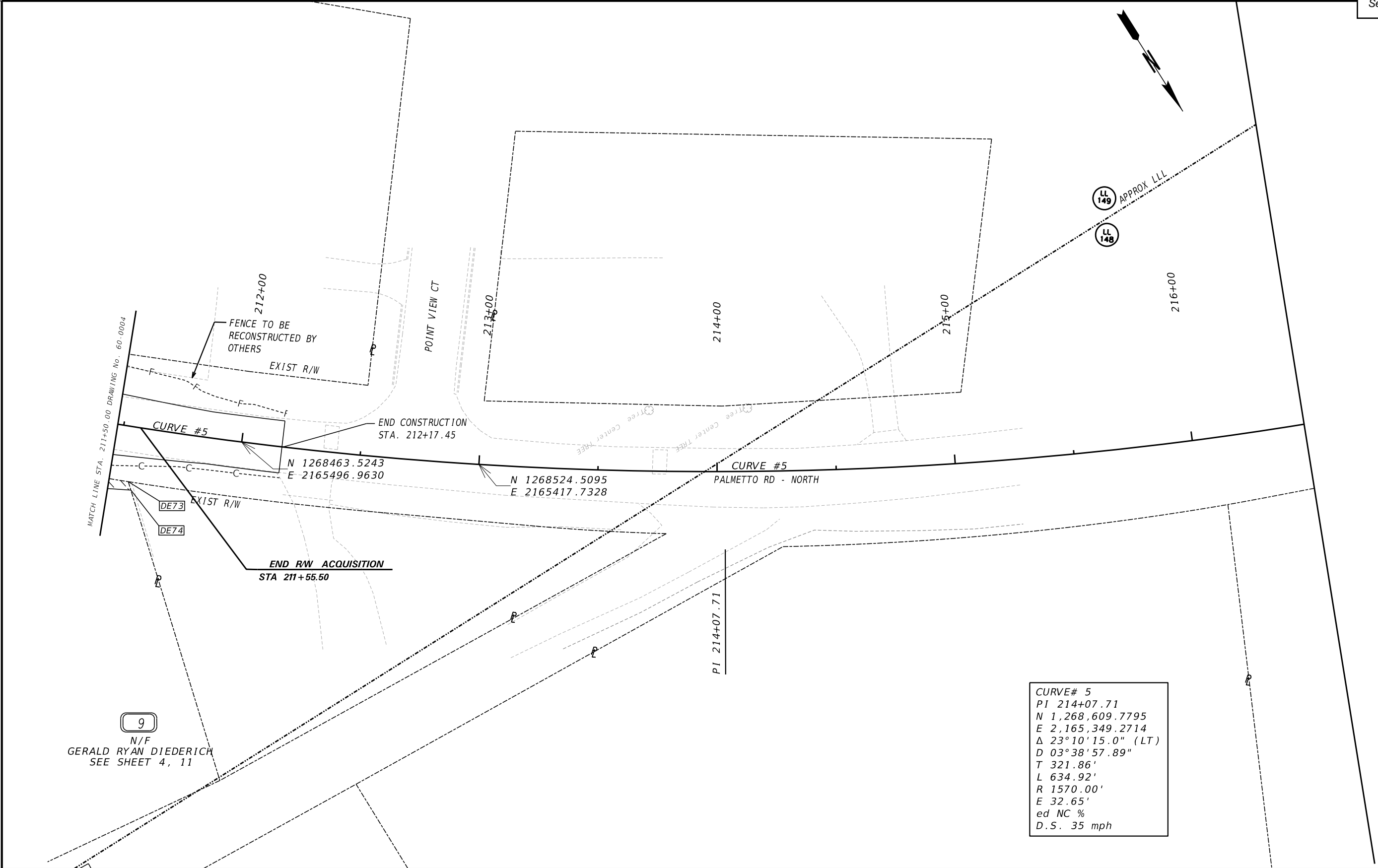


TOWN OF TYRONE

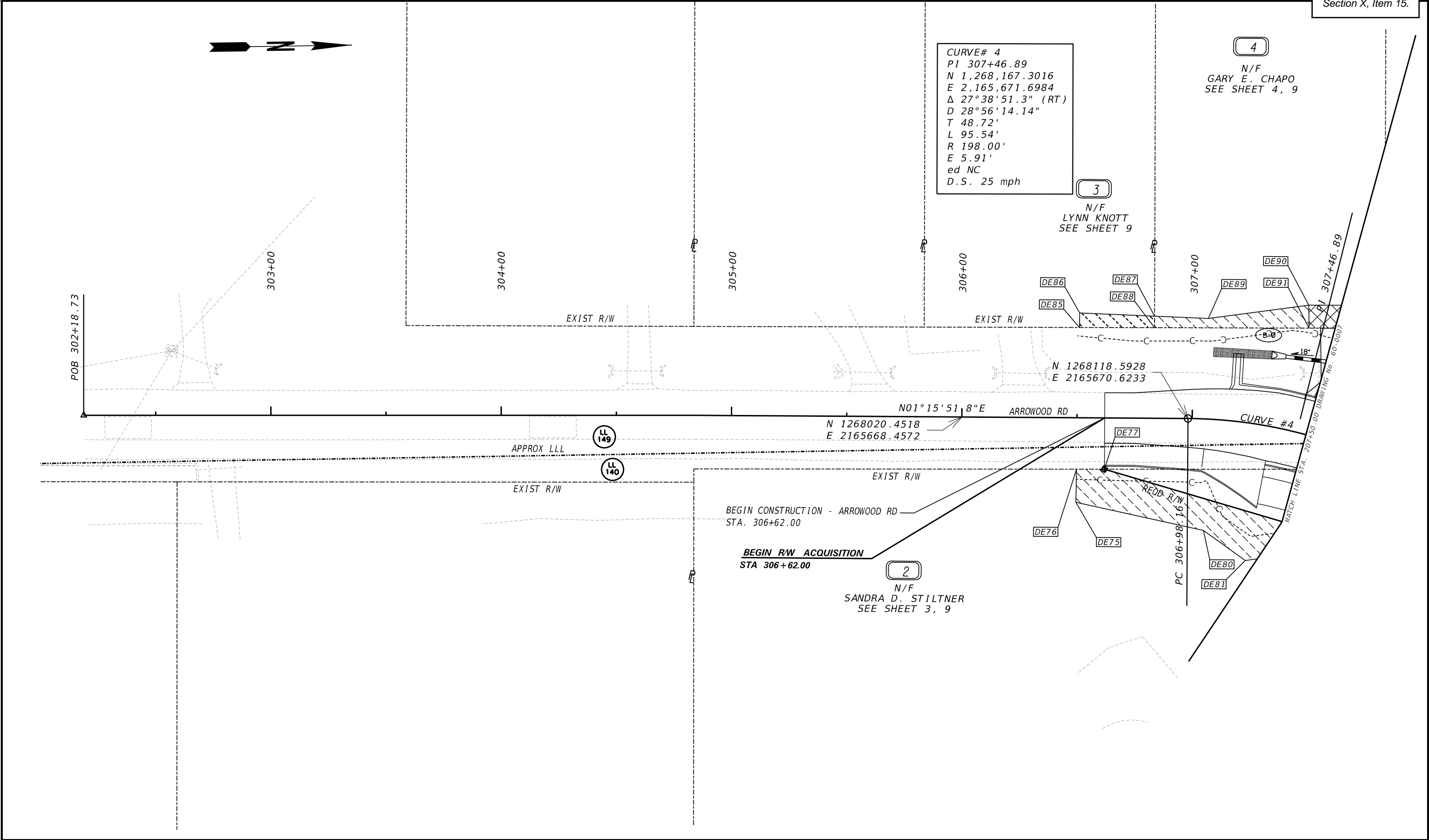
RIGHT OF WAY MAP

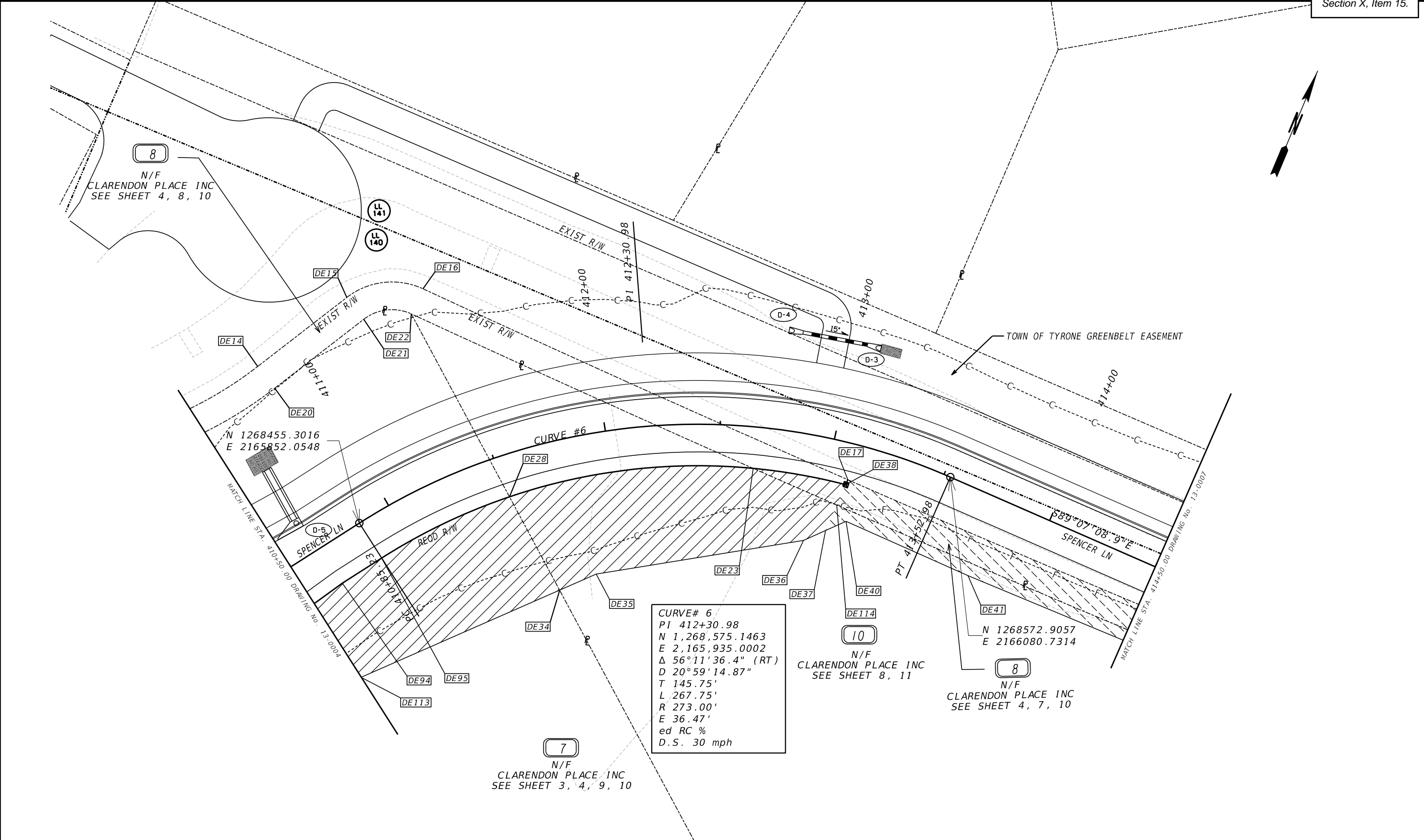
PROJECT NO: PW-2021-13-04  
COUNTY: FAYETTE  
LAND LOT NO: 140, 149  
LAND DISTRICT: 7  
GMD: 549  
DATE 01/27/23 SH 04 OF 11

DRAWING  
60-0004  
87



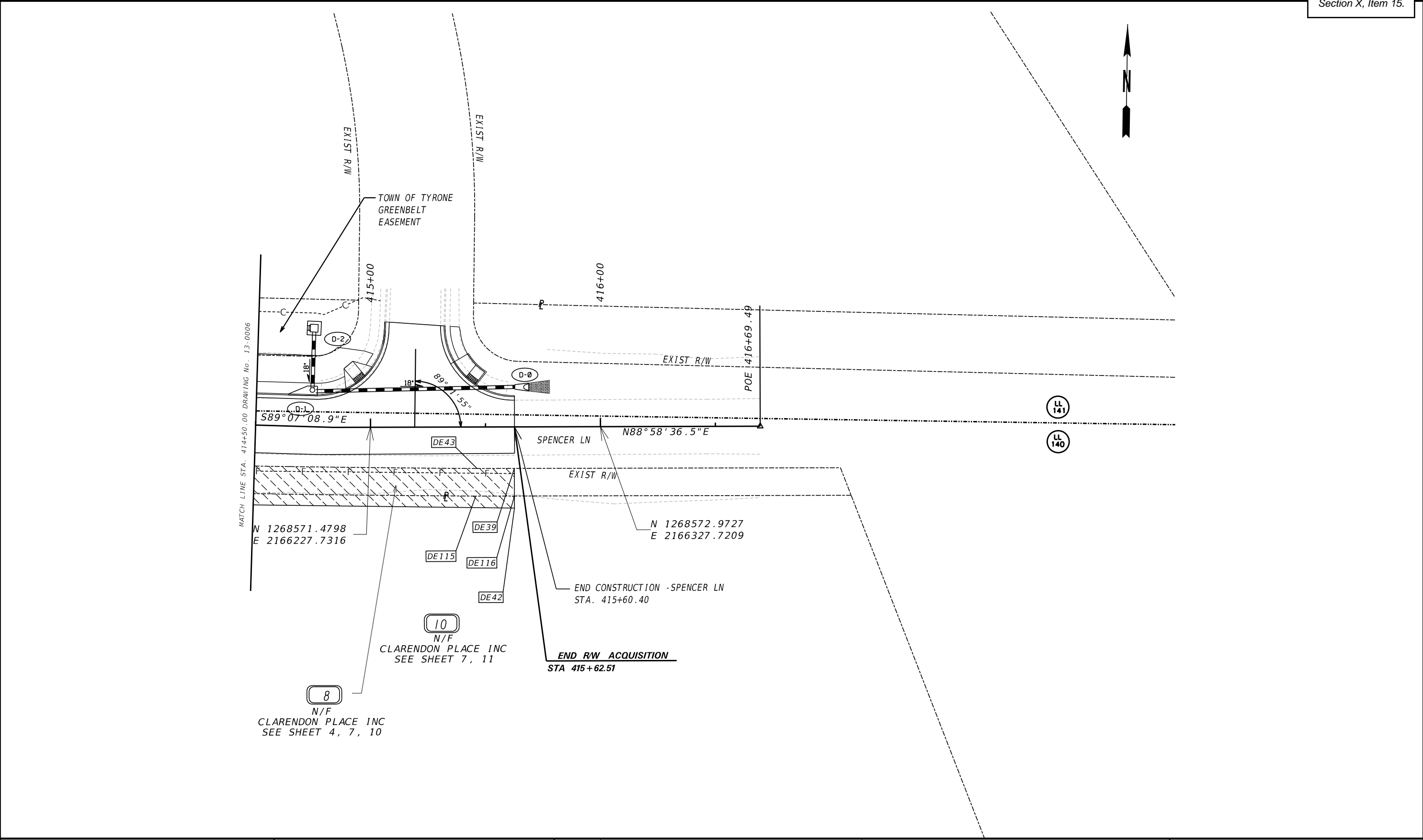
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D 03°38'57.89"  
T 321.86'  
L 634.92'  
R 1570.00'  
E 32.65'  
ed NC %  
D.S. 35 mph





PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	<div><div>-----E-----</div><div>-----C-----F-----</div><div><div></div></div><div><div></div></div><div><div></div></div></div>	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA EXISTING LIMIT OF ACCESS REQ'D LIMIT OF ACCESS EXISTING LIMIT OF ACCESS & R/W REQ'D LIMIT OF ACCESS & R/W ORANGE BARRIER FENCE ESA - ENV. SENSITIVE AREA	<div><div>-----ooo-----</div><div>-----ooo-----</div><div>-----III-----</div><div>-----III-----</div><div>-----III-----</div><div>-----III-----</div></div>	DATE	REVISIONS	<div><div><div>POND</div><div>Architects ■ Engineers ■ Planners</div></div><div>SCALE IN FEET 0 20 40 80</div></div>	TOWN OF TYRONE	
							RIGHT OF WAY MAP PROJECT NO: PW-2021-13-04 COUNTY: FAYETTE LAND LOT NO: 140 LAND DISTRICT: 7 GMD: 549 DATE 01/27/23 SH 07 OF 11	

DRAWING 60-090



8/16/2023 PhillipsJ		GPLOT-ORD gplotborder-ORD-PO.tbl		1210771_60.dgn GRWPLN		PROJECT NUMBER 4	
						Section X, Item 15.	
*****		*****		*****		*****	
PARCEL 1 DE110 EASM'T. FOR CONST. OF SLOPES		PARCEL 2 DE86 EASM'T. FOR CONST. OF SLOPES		PARCEL 4 DE170 EASM'T. FOR CONST. OF SLOPES		PARCEL 6 DE16 EASM'T. FOR CONST. OF SLOPES	
*****		*****		*****		*****	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
-----		-----		-----		-----	
DE45	47.276 L	101+43.804	Palmetto Rd - South	DE76	22.324 R	306+49.933	Arrowood Rd
	105.523	N41°25'49.41"W			12.063	N00°57'05.61"E	
DE46	45.928 L	102+48.706	Palmetto Rd - South	DE77	22.258 R	306+61.996	Arrowood Rd
	26.528	N42°06'41.09"W			115.379	N17°21'32.02"E	
DE47	46.548 L	102+74.128	Palmetto Rd - South	DE79	36.000 R	307+93.039	Arrowood Rd
	56.239	N39°34'31.98"W			11.962	S42°30'55.23"E	
DE48	47.458 L	103+27.999	Palmetto Rd - South	DE83	47.277 R	307+87.983	Arrowood Rd
	33.280	N31°07'47.35"W			11.050	S31°48'22.87"W	
DE49	44.427 L	103+59.778	Palmetto Rd - South	DE82	46.001 R	307+73.622	Arrowood Rd
	17.208	N17°41'14.81"W			31.611	S07°08'31.18"E	
DE50	39.283 L	103+75.580	Palmetto Rd - South	DE81	59.208 R	307+34.408	Arrowood Rd
	236.776	S42°13'45.18"E			22.338	S36°35'06.14"W	
DE44	29.592 L	101+43.562	Palmetto Rd - South	DE80	48.446 R	307+07.485	Arrowood Rd
	17.685	S48°34'10.59"W			56.732	S13°23'06.84"W	
DE45	47.276 L	101+43.804	Palmetto Rd - South	DE75	36.700 R	306+49.735	Arrowood Rd
	REQD EASMT = 3448.32 SF				14.377	N87°56'36.32"W	
	REQD EASMT = 0.079 ACRES			DE76	22.324 R	306+49.933	Arrowood Rd
	TOTAL LOT SIZE = 18.43 ACRES			REQD EASMT = 1778.815 SF			
				REQD EASMT = 0.041 ACRES			
*****		*****		*****		*****	
PARCEL 1 DE119 REQ'D DRWY. EASM'T.		PARCEL 2 DE76 REQ'D R/W		PARCEL 4 DE175 REQ'D DRWY. EASM'T.		PARCEL 7 DE17 EASM'T. FOR CONST. OF SLOPES	
*****		*****		*****		*****	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
-----		-----		-----		-----	
DE51	69.550 L	105+18.570	Palmetto Rd - South	DE77	22.258 R	306+61.996	Arrowood Rd
	26.339	S61°54'04.07"W			145.064	N00°57'05.61"E	
DE52	95.884 L	105+18.107	Palmetto Rd - South	DE84	8.906 L	308+08.250	Arrowood Rd
	6.247	N25°31'01.84"W			47.374	S42°30'55.23"E	
DE53	95.736 L	105+23.838	Palmetto Rd - South	DE79	36.000 R	307+93.039	Arrowood Rd
	34.726	N00°57'05.61"E			115.379	S17°21'32.02"W	
DE54	80.021 L	105+52.456	Palmetto Rd - South	DE77	22.258 R	306+61.996	Arrowood Rd
	37.735	S42°12'08.67"E			REQD R/W = 2363.845 SF		
DE51	69.550 L	105+18.570	Palmetto Rd - South		REQD R/W = 0.054 ACRES		
	REQD EASMT = 530.31 SF			REMAINDER = 0.45 +/- ACRES			
	REQD EASMT = 0.012 ACRES						
*****		*****		*****		*****	
PARCEL 2 DE120 REQ'D DRWY. EASM'T.		PARCEL 3 DE164 EASM'T. FOR CONST. OF SLOPES		PARCEL 4 DE175 REQ'D DRWY. EASM'T.		PARCEL 6 DE16 EASM'T. FOR CONST. OF SLOPES	
*****		*****		*****		*****	
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT	PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
-----		-----		-----		-----	
DE55	95.531 L	105+56.288	Palmetto Rd - South	DE86	45.521 L	306+50.871	Arrowood Rd
	16.750	N71°06'32.96"E			32.554	N03°21'23.86"E	
DE56	78.877 L	105+54.633	Palmetto Rd - South	DE87	44.333 L	306+83.404	Arrowood Rd
	2.603	S00°57'05.61"W			5.023	S88°55'48.81"E	
DE54	80.021 L	105+52.456	Palmetto Rd - South	DE88	39.310 L	306+83.421	Arrowood Rd
	34.726	S00°57'05.61"W			32.637	S01°04'11.19"W	
DE53	95.736 L	105+23.838	Palmetto Rd - South	DE85	39.199 L	306+50.784	Arrowood Rd
	35.349	N25°31'01.84"W			6.323	N87°56'36.32"W	
DE55	95.531 L	105+56.288	Palmetto Rd - South	DE86	45.521 L	306+50.871	Arrowood Rd
	REQD EASMT = 294.07 SF				REQD EASMT = 184.86 SF		
	REQD EASMT = 0.007 ACRES				REQD EASMT = 0.004 ACRES		
					TOTAL LOT SIZE = 0.46 ACRES		





8/16/2023 PhillipsJ		GPLOT-ORD gplotborder-ORD-PO.tbl		1210771_60.dgn GRWPLN		PROJECT NUMBER 4															
						Section X, Item 15.															
***** PARCEL 9 DE124 REQ'D R/W *****				***** PARCEL 9 DE139 REQ'D DRWY. EASM'T. *****				***** PARCEL 10 DE57 REQ'D R/W *****				***** PARCEL 10 DE104 EASM'T. FOR CONST. OF SLOPES *****									
PNT		OFFSET/ DIST		STATION/ BEARING		ALIGNMENT		PNT		OFFSET/ DIST		STATION/ BEARING		ALIGNMENT							
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DE61		0.291 R		209+92.265		Palmetto Rd - North		DE28		16.622 R		411+50.984		Spencer Ln							
ARC LENGTH = 62.55				CHORD BEAR = N44°18'24.58"W				LNTH CHORD = 62.54				RADIUS = 1610.79									
DEGREE = 03°33'25.22"				DE62				20.607 R		210+54.317		Palmetto Rd - North		47.548 S79°51'16.69"E							
DE63		34.860 R		210+04.022		Palmetto Rd - North		DE71		41.898 R		211+10.650		Palmetto Rd - North							
36.514 S04°53'57.59"W				DE61				0.291 R		209+92.265		Palmetto Rd - North		REQD R/W = 851.78 SF							
REQD R/W = 0.020 ACRES				REMAINDER = 0.27 +/- ACRE				DE69				85.635 R		210+88.292 Palmetto Rd - North							
*****				*****				DE68				51.072 R		210+75.931 Palmetto Rd - North							
PARCEL 9		DE131		EASM'T. FOR CONST. OF SLOPES		*****		DE117		40.775 R		210+74.231 Palmetto Rd - North		18.293 S33°13'54.20"W							
PNT		OFFSET/ DIST		STATION/ BEARING		ALIGNMENT		DE64		22.603 R		210+71.721 Palmetto Rd - North		REQD EASMT = 2159.58 SF							
DE63		34.860 R		210+04.022		Palmetto Rd - North		REQD EASMT = 0.050 ACRES		*****		PARCEL 9		DE144							
47.548 N79°51'16.69"W		DE62		20.607 R		210+54.317		Palmetto Rd - North		*****		EASM'T. FOR CONST. OF SLOPES		*****							
15.628 N45°41'49.73"W		DE64		22.603 R		210+71.721		Palmetto Rd - North		PNT		OFFSET/ DIST		STATION/ BEARING		ALIGNMENT					
18.293 N33°13'54.20"E		DE117		40.775 R		210+74.231		Palmetto Rd - North		-----		-----		-----		-----					
36.184 S63°06'32.88"E		DE66		45.006 R		210+28.250		Palmetto Rd - North		DE67		23.102 R		211+07.570		Palmetto Rd - North					
22.601 N54°25'06.15"E		DE65				64.674 R		210+14.162		Palmetto Rd - North		ARC LENGTH = 48.64				CHORD BEAR = N48°04'07.96"W					
31.492 S04°53'57.59"W		DE63				34.860 R		210+04.022		Palmetto Rd - North		LNTH CHORD = 48.64				RADIUS = 1610.79					
REQD EASMT = 1185.32 SF				REQD EASMT = 0.027 ACRES				DE73				23.121 R		211+55.503		Palmetto Rd - North					
								3.726 N15°10'04.51"E				DE74				26.474 R		211+57.102		Palmetto Rd - North	
								49.301 S53°45'21.18"E				DE72				31.295 R		211+08.921		Palmetto Rd - North	
								8.308 S33°13'54.20"W				DE67				23.102 R		211+07.570		Palmetto Rd - North	
								REQD EASMT = 279.45 SF				REQD EASMT = 0.006 ACRES									



**COUNCIL AGENDA ITEM COVER SHEET**  
**Meeting Type:** Council - Regular  
**Meeting Date:** September 7, 2023  
**Agenda Item Type:** New Business  
**Staff Contact:** Scott Langford

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**STAFF REPORT**

**AGENDA ITEM:**

Consideration to Award Task Order 9: 2024 Asphalt Resurfacing. Project No: PW-2024-01 of the 2021 Transportation Engineering Services project to POND, Inc.

**BACKGROUND:**

This project is Task Order 9 of the 2021 Transportation Engineer Service Contract with POND, Inc. The project is part of the continued effort to improve and maintain the transportation infrastructure in the Town of Tyrone. The project scope includes resurfacing of Foxford Run, Laurelwood Road, Laurel Lake, Ridge Road, and Strawberry Lane.

**FUNDING:**

General Funds – Public Works 100-40-52.2205

**STAFF RECOMMENDATION:**

Staff recommends Awarding Task Order 9: 2024 Asphalt Resurfacing; Project No: PW-2023-01 to POND, Inc. for the fee not to exceed \$74,851.75.

**ATTACHMENTS:**

See attached Task Order 9 Proposal.

**PREVIOUS DISCUSSIONS:**

None

3500 Parkway Lane, Suite 500  
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744  
www.pondco.com

August 28, 2023

Mr. Scott Langford, PE  
Town Engineer/Public Works Director  
Town of Tyrone  
950 Senoia Road  
Suite A  
Tyrone, GA 30290

Re: **Town of Tyrone - Professional Transportation Design Services Fee Proposal  
Task Order #9 – 2024 Roadway Resurfacing**

Pond & Company (Pond) is pleased to submit this proposal for transportation engineering design services for the above project. The paragraphs below describe the professional services and fees to accomplish this work.

**PROJECT UNDERSTANDING:**

As part of the Town of Tyrone Transportation Engineering Services On-Call, Task Order #9 will consist of roadway resurfacing along several roadways/corridors within the town limits. These sections (showing approximate lengths and PCI ratings) are included below:

- Foxford Run (1,676.8 LF - PCI N/A)
- Laurel Lake Road (1,295 LF PCI – 47)
- Laurel Wood Drive (1,576.1 LF – PCI 38.4)
- Laurel Wood Drive (1,815.3 LF – PCI 66)
- Laurel Wood Drive (309.9 LF – PCI 93)
- Strawberry Lane (419.6 LF – PCI 39.9)
- Ridge Road (2,418.8 LF – PCI 49.8)

**PROFESSIONAL SERVICES:**

The work in this proposal will consist of developing preliminary through final construction plans. Pond, along with our subconsultants, will provide the design services necessary in completing the tasks as described herein for the Town of Tyrone.

***Scope of Work***

**Task 1: Base Data Coordination/Development**

*Task 1A.* Base Mapping Setup – Pond will utilize available GIS information and aerial imagery to prepare the base mapping. This includes parcel data, roadway data, utility data, and contour information. This information will be overlaid on high-resolution aerial imagery.

*Task 1B.* Geotechnical Services Allowance – Pond will utilize the geotechnical subconsultant, ECS, to complete asphalt pavement cores with soil test borings at various locations determined along the corridors listed above.

The soil test borings are planned to a depth of 5 feet below existing ground surface. The purpose of the field exploration would be to provide information on the pavement and shallow subsurface soil conditions. Laboratory testing will be completed for all samples, along with a written report. When the field exploration has been completed, a written report outlining the findings and recommendations will be published. An electronic color PDF version of the report will be issued after completion. The report will describe the site conditions and subsurface data, as well as provide a limited engineering evaluation of the site relative to the proposed development. Some of the specific items addressed will include:

- Results of the exploration including boring logs, laboratory testing results, and photographs of the existing site conditions and pavement cores
- Pavement design recommendations
- Determination of potential poor-quality soil or fill material
- Site preparation and fill placement recommendations

**Deliverables for Task 1:**

- Geotechnical Report

**Task 2: Preliminary Design**

*Task 2A. Preliminary Design Plans* – The Preliminary Plans deliverable will include roadway plans, cross, utility plans (as/if applicable), signing and marking plans, and erosion control plans (as/if applicable). Pond will prepare the construction plans, prepared based on the topographic survey database. The design plans will be prepared conforming to AASHTO, Manual on Uniform Traffic Control Devices (MUTCD), Town of Tyrone/Fayette County, and Georgia Department of Transportation (GDOT) requirements and standards, as appropriate, using Microstation V8i software with InRoads.

*Task 2B. Site Visit* – Pond will complete a site visit to all locations identified to measure lane widths and note relevant items including cracked curb and gutter, manholes and valves, etc.

*Task 2C. Cost Estimate* – Pond will prepare an opinion of probable cost/cost estimate for the project including all resurfacing locations.

*Task 2D. Town of Tyrone Review* – Pond will submit the Preliminary Plans to the Town of Tyrone for comment/approval. This task includes (1) meeting with the town to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans (during Task 3).

**Deliverables for Task 2:**

- Preliminary Plans
- Cost Estimate

**Task 3: Final Design**

*Task 3A. Final Design Plans* – Based on all comments received from the Preliminary Plan submittal, we will further refine plans. These plans will include compiling a list of all Preliminary Plan comments received and our responses, prior to incorporating into Final Plans.

*Task 3B. Cost Estimate* – Pond will prepare an opinion of probable cost for the project including all resurfacing locations.

*Task 3C. Town of Tyrone Review* – Pond will submit the Final Plans to the Town of Tyrone for comment/approval. This task includes one meeting with the town to discuss the plans. We will respond to (1) round of comments and incorporate appropriate comments into the plans.

**Task 4: Construction Bid and Construction Support**

*Task 4A. Respond to RFIs* – During the bidding and construction process, we will respond in writing to the contractor’s request for information.

*Task 4B. Construction Observation/Punch List* – Pond will provide personnel to perform (3) total visits to the site during construction to make sure that the construction is moving along as planned. These visits will be documented as written reports. This includes: (2) site visits during construction and (1) final inspection.

***Schedule***

Pond has estimated that the tasks above can be completed within (3) months from approved notice to proceed with this phase. The Town of Tyrone has a planned completion date of end of December 2023 to allow advertisement of bid. Please note that these time frames are dependent on review times.

**ASSUMPTIONS:**

The design plans will be prepared as a locally funded project.

Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- |   |                                    |
|---|------------------------------------|
| • Full Design/Engineering Plans                 | • Landscape/Hardscape Plans        |
| • Topographic Survey                            | • GDOT Concept Report              |
| • Right-of-Way Plans                            | • Additional Meetings              |
| • GDOT Plan Development Process (PDP)           | • MS4 Analysis/Documentation       |
| • Traffic Engineering Report/Analysis           | • Environmental Services           |
| • Staging Plans                                 | • Erosion Control Plans/Inspection |
| • Subsurface Utility Engineering (SUE) Services | • Utility Coordination             |

**PROFESSIONAL FEES:**

Pond proposes to accomplish *Task 1* through *Task 4* based on the contracted unit rates, not to exceed a total fee of \$74,851.75. The fees are summarized in the attached Man-Hour Fee Estimate.

If this fee and scope is acceptable, Pond & Company is available to begin work immediately. If you would like us to discuss or modify the scope, please contact myself or Zach Puckett, who will serve as the Project Manager. If you need any additional information, please feel free to contact me at (678) 336-7740.

Sincerely,

**POND & COMPANY**



Richard Fangmann, PE, PTOE  
Vice-President

Cc: Zach Puckett, PE

**Town of Tyrone**

**On-Call - Task Order #9**  
**2024 Roadway Resurfacing**  
Project Length 1.8 miles

**SUMMARY BY PHASE**

**COST AMOUNT OF CONTRACT PROPOSAL**

8/28/2023

	PHASE AMOUNTS
Phase 1 Base Data Coordination/Development	\$ 26,244.00
Phase 2 Preliminary Design	\$ 30,153.50
Phase 3 Final Design	\$ 9,283.00
Phase 4 Construction Bid and Construction Support	\$ 9,171.25
<b>TOTAL DESIGN COST FOR ALL SEGMENTS</b>	<b>\$ 74,851.75</b>



## Phase 1 Summary

## Phase 1

## Base Data Coordination/Development

<b>PERSONNEL</b>	<b>EST. HOURS</b>	<b>RATE/HR.</b>	<b>COST \$</b>	<b>TOTALS</b>
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	14	\$ 190.00	\$ 2,660.00	
SENIOR ENGINEER	14	\$ 210.00	\$ 2,940.00	
MID LEVEL ENGINEER	37	\$ 127.00	\$ 4,699.00	
SENIOR LANDSCAPE AF	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC'	0	\$ 95.00	\$ -	
ADMINISTRATIVE	3	\$ 75.00	\$ 225.00	
<b>TOTAL DIRECT LABOR</b>		<b>69 Manhours</b>	<b>\$</b>	<b>10,744.00</b>
<b>DIRECT COSTS (SPECIFY):</b>				
<b>ITEM</b>		<b>UNIT COST</b>	<b>QUANTITY</b>	<b>TOTALS</b>
Mileage		\$ 0.55	0	\$ -
REPRODUCTION		\$ 150.00	0	\$ -
MAIL & DELIVERY		\$ 50.00	0	\$ -
TRAVEL		\$ -	0	\$ -
				\$ -
<b>Direct Cost Total</b>			<b>\$</b>	<b>-</b>
<b>SUBCONSULTANTS (LIST):</b>				
<b>SUB CONSULTANT</b>				<b>TOTALS</b>
Geotech-Soil Survey				\$ 15,500.00
<b>Subconsultant Sub Total</b>				<b>\$ 15,500.00</b>
<b>COST AMOUNT FOR PHASE</b>				<b>\$ 26,244.00</b>

[illegible]

## Phase 2 Summary

## Phase 2

## Preliminary Design

[illegible]

[illegible]

### Phase 3 Summary

### Phase 3

## Final Design

PERSONNEL	EST. HOURS	RATE/HR.	COST \$	TOTALS
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	12	\$ 190.00	\$ 2,280.00	
SENIOR ENGINEER	8	\$ 210.00	\$ 1,680.00	
MID LEVEL ENGINEER	39	\$ 127.00	\$ 4,953.00	
SENIOR LANDSCAPE AF	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITEC	0	\$ 95.00	\$ -	
ADMINISTRATIVE	2	\$ 75.00	\$ 150.00	
<b>TOTAL DIRECT LABOR                  62 Manhours                  \$                  9,283.00</b>				
<b>DIRECT COSTS (SPECIFY):</b>				
ITEM		UNIT COST	QUANTITY	TOTALS
Mileage		\$ 0.55	0	\$ -
REPRODUCTION		\$ 150.00	0	\$ -
MAIL & DELIVERY		\$ 50.00	0	\$ -
TRAVEL		\$ -	0	\$ -
				\$ -
<b>Direct Cost Total</b>				<b>\$ -</b>
<b>SUBCONSULTANTS (LIST):</b>				
SUB CONSULTANT				TOTALS
				\$ -
<b>Subconsultant Sub Total</b>				<b>\$ -</b>
<b>COST AMOUNT FOR PHASE</b>				<b>\$ 9,283.00</b>

[illegible]

## Phase 4 Summary

## Phase 4

## Construction Bid and Construction Support

<b>PERSONNEL</b>	<b>EST. HOURS</b>	<b>RATE/HR.</b>	<b>COST \$</b>	<b>TOTALS</b>
PRINCIPAL	1	\$ 220.00	\$ 220.00	
PROJECT MANAGER	23	\$ 190.00	\$ 4,370.00	
SENIOR ENGINEER	5	\$ 210.00	\$ 1,050.00	
MID LEVEL ENGINEER	25	\$ 127.00	\$ 3,175.00	
SENIOR LANDSCAPE AF	0	\$ 120.00	\$ -	
LANDSCAPE ARCHITECT	0	\$ 95.00	\$ -	
ADMINISTRATIVE	2	\$ 75.00	\$ 150.00	
<b>TOTAL DIRECT LABOR                  56 Manhours                  \$        8,965.00</b>				
<b>DIRECT COSTS (SPECIFY):</b>				
<b>ITEM</b>	<b>UNIT COST</b>	<b>QUANTITY</b>	<b>TOTALS</b>	
Mileage	\$ 0.55	375	\$ 206.25	
REPRODUCTION	\$ 150.00	0	\$ -	
MAIL & DELIVERY	\$ 50.00	0	\$ -	
TRAVEL	\$ -	0	\$ -	
			\$ -	
<b>Direct Cost Total</b>			<b>\$</b>	<b>206.25</b>
<b>SUBCONSULTANTS (LIST):</b>				
<b>SUB CONSULTANT</b>			<b>TOTALS</b>	
			\$ -	
<b>Subconsultant Sub Total</b>			<b>\$</b>	<b>-</b>
<b>COST AMOUNT FOR PHASE</b>			<b>\$</b>	<b>9,171.25</b>

[illegible]



Town of Tyrone  
Task Order

**Project Number:** PW-2024-01 **Task Order Number:** 9

**Project Name:** Town of Tyrone Transportation Engineering Services

**Contractor:** Pond and Company, Inc.


In accordance with the contract documents for the project listed above and as described herein, the Town of Tyrone, Georgia issues this Task Order.

**Task Order Description:** Task Order Number 9 – 2024 Asphalt Resurfacing

**Task Order Not -To-Exceed Fee:** \$74,851.75

**Town of Tyrone Task Order Manager:** Scott Langford, PE    770-487-4038    [slangford@tyrone.org](mailto:slangford@tyrone.org)

Contractor:

Signature: 

Printed Name: Richard Fangman

Title: Vice - President

Date: 8-29-2023

Signature: \_\_\_\_\_

Name: Eric Dial

Title: Mayor

Date: \_\_\_\_\_