



TOWN COUNCIL MEETING October 01, 2026 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Billy Campbell, Mayor Pro Tem, Post 3

Jessica Whelan, Post 1

Dia Hunter, Post 2

Maureen Wheeler, Post 4

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 the September 17, 2026, minutes.

2. Approval of a Grant from the Redwine Family Foundation exclusively for Dorothea Redwine Park for \$2,000.

VII. PRESENTATIONS

3. David Moretz retirement recognition (October 10th, 13 years). - **Brandon Perkins**,
Town Manager

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

4. Consideration to Award the 2026 Transportation Engineering Services, project PW-2024-04, to Atlas Technical Consultants, LLC. **Scott Langford**, **Public Works Director & Town Engineer**.

5. Consideration to award project, 2026 Pump Station #3 Generator Radiator Replacement to Taylor Sudden Service, Incorporated for a price not to exceed \$7,147.51. **Scott Langford, PW Director & Town Engineer**

6. Consideration of a Memorandum of Understanding (MOU) between the Town of Tyrone and the Southern Conservation Trust for the Handley Park Nature Area. **Phillip Trocquet, Assistant Town Manager**

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
MINUTES
September 17, 2026 at 7:00 PM**

Eric Dial, Mayor
Billy Campbell, Mayor Pro Tem, Post 3

Jessica Whelan, Post 1
Dia Hunter, Post 2
Maureen Wheeler, Post 4

Brandon Perkins, Town Manager
Dee Baker, Town Clerk
Dennis Davenport, Town Attorney

Also present:

Patrick Stough, Attorney

Sandy Beach, Finance Manager

Library staff: Kate Chambers, Branch Supervisor and Laura Higgins, Library Assistant

Krista McClenny, Recreation Manager

Absent:

Dennis Davenport, 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.*

Carrie Klarl, who lives on Mann Road, urged Council to educate themselves on data center impacts such as cooling, wastewater, noise, and emissions. She criticized the 2024 zoning approval based on inadequate data. She requested tighter ordinances, including pre-construction baseline noise studies, restrictions on cooling systems and generator testing, and use of the highest tier generators. She challenged Microsoft's claims on health risks, citing the National Institutes of Health studies she offered to provide.

Lisa Standley, a tenant at the Tyrone Recreation Center, thanked Mayor, Council, and Chief Mundy for their prompt response to a personal issue she had raised via email. She noted that the matter was resolved quickly.

Mollie Larson, who lives on Kellsworth Way, highlighted inconsistencies between various water/sewer figures for the data center project.

She reported that the Fayette County Water System confirmed an average request of 22,000 gallons a day, far exceeding the Town's 4,000 gallons per day figure. As an engineer, she criticized using averages instead of peak demand, which she estimated could be 601,000 to 1.1 million gallons a day. She recommended ordinances banning evaporative cooling and capping sewer discharge.

Eric Larson, who lives on Kellsworth Way, expressed concern that the project was approved without a specific economic analysis. He stated his own calculations and suggested the Town would only see \$190,000 a year in tax revenue, which was not worth the disruption.

Jarvis Robertson, who lives on Westmont Way, shared concerns regarding dangerous speeds in Southampton, particularly from morning commuters and delivery drivers. They pose a risk to children and residents. He proposed installing speed humps to proactively address the issue.

Ellie Varela, who lives on Mann Road, shared that Council swore an oath to protect residents. She challenged the Council to defend the project with data or commit to protecting the Town from its impact. She questioned what changes have been made to ordinances regarding sewer capacity, light pollution, and sound pollution, stating the Town has no buffer for sewage capacity.

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Hunter, Seconded by Council Member Campbell.
Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

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 September 3, 2026, minutes.
2. Consideration to authorize Integrated Science & Engineering (ISE) to conduct a preliminary engineering study related to the Town's wastewater system and long-term treatment needs, at a cost not to exceed \$9,500.
3. Approval for Amusement Masters contract for the 2026 Founders Day event not to exceed \$48,345.50.
4. Approval of Amusement Masters contract for the 2026 Christmas Market and Tree Lighting event not to exceed \$11,098.50
5. Approval of the Cloud Nine 360 Bounce House agreement for Founders Day not to exceed \$1,000.00.

A motion was made to approve the consent agenda.

Motion made by Council Member Campbell, Seconded by Council Member Whelan.
Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

VII. PRESENTATIONS

6. Recognition of Library Assistant Laura Higgins' 10 years of service to the Town. Brandon Perkins, Town Manager

Mr. Perkins presented Ms. Higgins with a plaque and a gift from the Town. Ms. Chambers praised Ms. Higgins for her dedication and for bringing magic to the library, especially with the annual Harry Potter event. Ms. Higgins expressed her gratitude, stating she found a "new classroom" and has been blessed by her second act at the library.

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

7. Consideration to award the 2024 Laurelwood Connector Multi-Use Path project PW-2024-06 to DAF Concrete, Incorporated, for the amount not to exceed \$208,130. Scott Langford, PW Director & Town Engineer

Mr. Langford shared that the project was funded by the 2023 SPLOST and had completed its design and land acquisition phases. Bids were opened on September 2nd, and DAF Concrete was the low bidder. Council Member Campbell inquired about the timeline. Mr. Langford stated that the estimated start date would be early November and completion would be within 90 days. He noted that work would have to navigate through cold weather. Council Member Wheeler asked about road closures. Mr. Langford stated that it would involve temporary partial lane closures, with full lane closures.

A motion was made to award the 2024 Laurelwood Connector Multi-Use Path project PW-2024-06 to DAF Concrete, Inc. for an amount not to exceed \$208,130.

Motion made by Council Member Whelan, Seconded by Council Member Campbell.
Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

X. NEW BUSINESS

8. Consideration of a Resolution to approve a GDOT CMAQ Funding Application for Senoia Road at Palmetto Road/Tyrone Road Intersection. Phillip Trocquet, Assistant Town Manager

Mr. Trocquet shared that after a previous, broader streetscape grant application was unsuccessful, staff recommended a phased approach. This would begin with a standalone Congestion Mitigation and Air Quality (CMAQ) grant application for the intersection at the railroad tracks. The project cost is estimated at up to \$4 million for a roundabout, with the Town's 20% match of (\$800,000) available from the 2023 SPLOST fund.

Council Member Wheeler inquired about working with CSX and the railroad crossing. Mr. Trocquet stated that if a signal was chosen, there would be preemption signals. Council Member Wheeler inquired about the trains often stopping on the tracks and blocking traffic. Mr. Trocquet shared that there is little that could be done regarding CSX as they are an autonomous entity. Council Member Campbell inquired about the future of the intersection. Mr. Trocquet shared that the past study indicates that a roundabout would sustain the flow for the long run. Council Member Whelan mentioned safety regarding trucks turning around near Dollar Tree. Mr. Trocquet restated that if a signal was chosen, the signal would be preemptive. Council Member Wheeler inquired about not allowing trucks to go through the roundabout on Palmetto Road and the Senoia Road intersection. Mr. Trocquet stated that the trucks usually originate in Coweta County, so it would have to begin with them. It would be difficult to ban trucks from traveling in that corridor.

A motion was made to authorize the submission for the CMAQ competitive funding proposal grant.

Motion made by Council Member Campbell, Seconded by Council Member Hunter.
Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

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. Baker shared the November 3rd advanced voting dates. Election Day is November 3rd at the Town Library (please check your voter registration card for your polling place). The final day to register to vote is October 5th. Advanced voting begins in the newly remodeled Tyrone Community Room, located at 881 Senoia Road, behind the Tyrone Museum.

Ms. Baker stated that Ciara Willis, Deputy Clerk, completed her Georgia Records classes for her certification.

Mr. Perkins announced that Night Market will be held at Shamrock Park tomorrow night from 5:00 pm to 10:00 pm.

Mr. Perkins stated that Council Member Whelan asked him to address public comments from the last meeting. He stated that he met with Ms. Klarl and Ms. Larsen earlier that day to discuss the data center along with a few more individuals.

Although we had different opinions, it was a productive meeting. He appreciated them reaching out to build relationships.

He touched on sewer capacity. Staff evaluated both average and peak flows and would consult the Town Attorney about a formal policy for reserving capacity. Regarding water use and cooling systems, he would also seek legal advice on the Town's authority to regulate cooling methods. He shared he would work to identify any regulatory gaps where the Town has authority to act beyond state and federal agencies' guidelines and regulations. Mr. Perkins confirmed that staff is actively reviewing Town ordinances for noise, lighting, and decommissioning. Regarding fines, he explained that state law caps municipal fines at \$1,000 per occurrence. Regarding Microsoft's specific plans, he reiterated that Microsoft has not yet submitted formal plans and that the decision must be based on actual engineering data. Regarding water, he explained that Fayette County Water allocates water based on its excess capacity and has penalties for overuse.

XIII. COUNCIL COMMENTS

Council Member Whelan thanked Mr. Perkins for the update.

Council Member Wheeler asked when Microsoft would submit plans. Mr. Perkins shared that they had a Teams meeting with them a few weeks ago and they asked for something the Town did not allow. He approximated a few more months before plans would be submitted. Council Member Wheeler assured residents that Council is listening and taking notes on their concerns about the data center and will hold the project to all ordinances. Regarding the speeding in Southamptn, she asked staff to review the potential precedent set between the Town and the Lake Windsong HOA regarding their speed humps. Council Member Wheeler also brought attention to the barricades along Hwy 74 and Senoia Road in Peachtree City near Carmichael - Hemperley Funeral Home. It was no longer a merge lane. There have been accidents there. Mr. Perkins stated that he would reach out to Peachtree City.

Council Member Whelan echoed Council Member Wheeler and stated that Council is listening to residents and directing staff to act on their concerns. She stated that Council is dedicated to serving the Town's interests and will hold any applicant to the highest standards; we are listening to you. She also announced that September 17th is Constitution Day and reminded everyone that the Council was sworn to uphold the Constitution of the United States and of Georgia. Many of those laws can conflict sometimes with what we want to do, but they're lawful. We have a document in place that has lasted more than any constitution in the world.

Council Member Hunter reminded the public that Council members are accessible and open to meeting with citizens. He acknowledged that the public comment format can feel impersonal because Council cannot engage in dialogue during that time. He added that Council's intentions are positive and they would be available to speak with residents after the meeting.

Mayor Dial offered to follow up with any resident after the meeting to answer questions.

XIV. EXECUTIVE SESSION

A motion was made to approve the Executive Session minutes from September 3, 2026.

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

Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Campbell.

Voting Yea: Council Member Campbell, Council Member Whelan, Council Member Hunter, Council Member Wheeler.

The meeting adjourned at 8:00 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 1, 2026

Agenda Item Type: Consent Agenda

Staff Contact: Kristie McClenny

STAFF REPORT

AGENDA ITEM:

Approval of a grant from the Redwine Family Foundation in the amount of \$2000.00.

BACKGROUND:

The Tyrone Recreation Department has received a \$2,000 grant from the Redwine Family Foundation to be used exclusively for improvements at Dorothea Redwine Park.

This grant was offered to the Town unsolicited from the Redwine Family Foundation, so no decisions about how the funds will be applied to Redwine Park have been made. Staff will prepare and submit ideas to Council for review and approval before applying the funds.

FUNDING:

None

STAFF RECOMMENDATION:

Staff recommends approval of this grant for future improvements to Dorothea Redwine Park.

ATTACHMENTS:

Letter confirming government status from Brandon Perkins to the Law Offices of Mr. Alan Dodson.

PREVIOUS DISCUSSIONS:

None



950 Senoia Road | Ste. A | Tyrone, GA 30290 | Phone: (770) 487-4038

September 18, 2026

RE: Governmental Status of the Town of Tyrone, Georgia and Use of Donated Funds

To Whom It May Concern:

This letter confirms that the Town of Tyrone, Georgia, located in Fayette County, is a municipal government and political subdivision of the State of Georgia.

The Town's governmental status is established by its Charter enacted by the Georgia General Assembly. Section 1.101 of the Town Charter provides, in relevant part:

"The Town of Tyrone, Georgia, in the County of Fayette and the inhabitants thereof, are hereby constituted and declared a body politic and corporate under the same name and style of Tyrone, Georgia..."

Accordingly, the Town of Tyrone is a governmental entity organized and existing under the laws of the State of Georgia.

The Town further certifies that any donation received in connection with Dorothea Redwine Park will be accepted and used exclusively for public purposes. Donated funds will be used for the benefit of Dorothea Redwine Park and/or related public park purposes, including public facilities, amenities, improvements, programs, or other expenditures serving the public and consistent with the purposes for which the donation is made. The donated funds will not be used for the private benefit of any individual, business, or other private entity.

The Town's Federal Employer Identification Number (EIN) is 58-1240592.

Checks may be made payable to the Town of Tyrone and mailed to:

Town of Tyrone
950 Senoia Road, Suite A
Tyrone, GA 30290

Please accept this letter as confirmation of the Town of Tyrone's governmental status, Federal Employer Identification Number, and its intended public use of the donated funds. If additional documentation or verification is required, please contact my office.

Regards,



Brandon Perkins, MBA, CPM, ICMA-CM
Town Manager
Town of Tyrone
770-487-4038



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 1, 2026

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the 2026 Transportation Engineering Services, project PW-2024-04, to Atlas Technical Consultants, LLC.

BACKGROUND:

The 2021 Transportation Engineering Services contract has expired. A new Request for Proposals was advertised and responses were obtained from 6 firms. The Responses were received August 2026 by 11:00 AM. Responses were reviewed by a panel of 5 people and four firms were selected for interviews. Interviews were conducted and Atlas Technical Consultants, LLC was selected for these services.

FUNDING:

Multiple Sources: General Funds, GDOT-LMIG Funds, and SPLOST Funds

STAFF RECOMMENDATION:

Staff requests that Council approve to Award the 2026 Transportation Engineering Services, project PW-2024-04, to Atlas Technical Consultants, LLC.

ATTACHMENTS:

RFP with addendums

PREVIOUS DISCUSSIONS:

Council Budget Planning Workshops for the FY27.

REQUEST FOR PROPOSALS

TOWN OF TYRONE TRANSPORTATION ENGINEERING SERVICES

Project Number: PW-2026-04



Prepared on: 7/19/2026

SEALED PROPOSAL MUST BE DELIVERED TO:

Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290

Proposals Due: August 26, 2026 by 11:00 AM EST

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ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Owner: The Town of Tyrone

Project Name: 2026 Transportation Engineering Services

Project Number: PW-2026-04

Project Location: Town of Tyrone – Town Limits

Description of Project/Services: Provide professional engineering services for design and construction of transportation improvements and traffic studies.

RFP DOCUMENTS MAY BE OBTAINED FROM: <http://www.tyronega.gov/bid-items>

- All public notices, addendum and other documents shall be posted at <http://www.tyronega.gov/bid-items>
- Licensure: To be considered for selection, persons or firms must be properly licensed in accordance with the requirements of the Official Code of Georgia Annotated, as amended, at the time of proposal submission.
- All communication shall be in writing with the Project Manager listed below. Preferred method of communication is email.

Project Coordinator/Manager: Scott Langford, PE Title: Public Works Director & Town Engineer

Address: Street: 950 Senoia Road

City: Tyrone

State: Georgia

ZIP: 30290

EMAIL: slangford@tyrone.org

Phone: 770-487-4038

Pre-submittal Conference: None

Submittal Due Date: August 26, 2026

Time: 11:00 AM

Number of Copies: 4 paper, 1 pdf

Submittal Delivery Address:

Hand Delivery: Town of Tyrone

Attn: Scott Langford, PE

950 Senoia Road

Tyrone, GA 30290

Mail Services: Town of Tyrone

Attn: Scott Langford, PE

950 Senoia Road

Tyrone, GA 30290

Approved By: 

(Assistant Town Manager)

Date: 07/22/2026

THE TOWN OF TYRONE
2026 TRANSPORTATION ENGINEERING SERVICES

1.0 INTRODUCTION

1.01 General:

The Town of Tyrone (Town) has experienced considerable growth in the past 20 years. The Town is seeking qualified professional service firms (Firm) to serve as a Transportation Engineer of Record (EOR) for projects within the Town’s limits. These projects range from planning and traffic studies to design, permitting, utility coordination, right of way acquisition and construction management. The Town of Tyrone’s overall goal with this Request for Proposals (RFP) is to provide safe passage, improve intersections, and handle traffic volume more efficiently. The contract will be through an on-call contract starting during our Fiscal Year FY27 (7/1/26 to 6/30/27) with options to extend the contract for five additional fiscal years. The Town reserves the right to solicit other Consultants for tasks that would otherwise fall within the services listed herein.

1.02 Site Visit and Pre-Proposal Meeting:

The Town will not hold a pre-proposal meeting. A site visit is recommended but not required. The purpose of the visit is to further acquaint your team with the roads and transportation system. By submitting the RFP, the Firm acknowledges that they are familiar with the sites and existing conditions as ascertained through a site visit. No adjustments will be made to the contract price due to existing site conditions which could have been discovered by the site visit by the Firm. You are not to discuss the project with the Town’s employees. All questions should be in writing via email to the Project Manager, Scott Langford at scott.langford@tyronega.gov.

1.03 Town Transportation System

The Town’s transportation system consists of a small number of GDOT State Functional Classified Roads, those being: Dogwood Trail (major collector), Senoia Road (minor arterial) Tyrone Road (minor arterial), and Palmetto Road (minor arterial). Overall, the Town maintains approximately 68 miles of paved roads and 2 miles of unpaved roads. The only State maintained road within the Town’s physical limit is SR-74.

Funding for the Town’s roads comes from the General Fund, Special Purpose Local Option Sales Tax (SPLOST), the State’s Local Maintenance and Improvements Grant (LMIG and LMIG Supplemental) issued to the Town, and the State’s TIP/LAP grant issued to the County for work that includes Tyrone’s roads. Since the County manages the TIP/LAP projects the A&E services for this grant is completed by the County. The Town has recently applied for LAP certification; therefore, the Town may request assistance for future projects as awarded by the State.

Some of the recent transportation studies completed by the Town or Fayette County are included (or links provided) in Appendix B as well as the 2017 SPLOST projects that were transportation related in Appendix A.

1.04 Firm’s Qualifications

Technical proposals will be considered only from those Firms who are regularly established in services described in the scope of work and who are financially responsible and have the necessary equipment and facilities required by this proposal to provide said services and to meet the standards as stipulated

in these documents. The Town may request information substantiating the above requirements. Failure to provide such information may result in the proposal being considered non-responsive. It is understood that the right is reserved by the Town to thoroughly inspect and investigate the establishment, facilities, equipment, business reputation, and other general qualifications of any Firm; and to reject any bid irrespective of bid prices, if it shall be administratively determined that any or all of the qualifications cannot be met.

2.00 STATEMENT OF WORK AND SCOPE OF WORK

2.01 The Town has an on-going need for engineering services related to the assessment, design, and delivery of transportation projects. The Town desires to enter into a contract with a qualified firm to serve as the Transportation Engineer of Record. The Consultant will provide on-call services with fees based on the hourly rates established in the Contract. Work shall be assigned on a Project Task Order basis. Each Project Task Order will specify a lump-sum amount or a maximum not-to-exceed amount and provide a detailed statement of work, requirements, specifications, and deliverables.

There will be no minimum amount of work or number of projects explicit or implied by the Contract, and the Engineer of Record shall execute projects as assigned.

The following projects are the Town's current priorities and will be the projects that the Town will be looking towards starting as budget allows:

- A. Road Resurfacing: Resurface sections of multiple roads.
 - a. The Town plans to start with the 2027 Asphalt resurfacing project number PW-2027-01. Funded by LMIG, SPLOST, and/or General Funds, this project will require developing construction plans, technical specifications, soil erosion and sedimentation control plans, and any other document, plan or drawing needed for permitting, and construction. Some minor assistance with procurement of a Contractor for construction maybe require such as cost estimate with line items for the Town's Bid form with quantities and descriptions. Construction Engineering and Inspection (CEI) Services will also be required for this project. The road sections for this project have already been identified.
- B. Road Preventive Maintenance – The Town has set itself in position to transition into more preventive maintenance projects to maintain and extend the life of our roads. This would include helping to create a preventive maintenance matrix that identifies key roads that are best candidates for preventive maintenance. Also included in the project would be developing plans, specifications, drawings and other documents as needed to bid and procure the projects along with providing Construction Engineering and Inspection (CEI) Services.
- C. Shamrock Park Improvements - Reconstruction
 - a. A recent study is included in Appendix A for this project. This project includes a multi-use path, pedestrian trail around the lake and landscaping. The Town plans to start with this 2023 SPLOST project for developing construction plans, right-of-way plans, utility plans, technical specifications, soil erosion and sedimentation control plans, and any other document, plan or drawing needed for permitting, land acquisition, and construction. Including assisting with procurement of a Contractor for construction, and providing Construction Engineering and Inspection (CEI) Services.

D. Senoia Road Corridor Transportation Improvement Project (TIP) – A recent study is included in Appendix B for this project. This project includes implementation of priority recommendations from the Towns most recent adopted Livable Centers Initiative (LCI). The project corridor is approximately 1.9 miles along Senoia Road from the intersection of Senoia/Tyrone/Palmetto to Senoia Road at East Crestwood Road. The Town intends to deliver this project as an ARC TIP project administered through GDOT's Locally Administered Projects (LAP) framework and GDOT's Plan Development Process (PDP). The selected consultant shall perform all work so that plans, supporting technical documentation, and cost/schedule products are acceptable for GDOT review/approval consistent with federal-aid requirements used for ARC TIP deliverability determinations. The Town has pursued this project in the 2026 TIP solicitation cycle. If project is awarded, the Town will seek PDP project management, testing, and construction inspection engineering services for the duration of construction. Although the Consultant services procured under this RFP will be funded with local funds, the Senoia Road Corridor project is intended for delivery through the ARC TIP and GDOT LAP process. The Consultant shall prepare all work products so that they are suitable for review, acceptance, and use by the Town, GDOT, ARC, FHWA, and other agencies having jurisdiction.

2.02 The following examples of work that may be necessary on projects and shall be included are, but are not limited to:

- Prepare A&E costs and schedule for the complete project as part of each Task Order form.
- Surveying – boundary surveys, construction staking, location surveys, survey of existing conditions, etc.;
- Preparation of legal descriptions for land acquisition;
- Preparation of Final Plats;
- Geotechnical Investigations;
- Construction Engineering and Inspection;
- Hot Mix Asphalt – Field inspection, coring, quality acceptance (per GDOT Inspection Manual), etc.;
- Pavement Design (e.g., preparation of job mix formula for Full Depth Reclamation, pavement type and thickness, etc.);
- Pavement Preservation
- Drainage Structures and Culvert Inspections;
- Cost Estimating;
- Grading Plans;
- Alternative Analyses, etc.

2.03 The Town will assign projects to the Transportation EOR on an as-needed basis. The projects may be assigned individually or in groups. Projects may consist of any engineering service related to Public Works. This may include, but is not limited to, the following scope of work:

1. Transportation Planning
 - a. Local, Regional, and Statewide Coordination and Planning
 - b. Detailed Planning Studies and Intersection Studies

- c. Alternate Systems Planning / Alternative Analysis
 - d. National Environmental Policy Act (NEPA) compliance for Federal-Aid Projects
 - i. History
 - ii. Air Quality
 - iii. Noise
 - iv. Ecology
 - v. Archaeology
 - vi. Freshwater Aquatic Surveys
 - vii. Bat Surveys
 - e. Public Engagement / Public Involvement
 - f. Location Studies
 - g. Traffic Analysis
 - h. Non-Motorized Transportation Planning
 - i. Personal Transportation Vehicle (e.g., golf cart) Planning
2. Road Design
- a. Rural and Urban Roadway Design (two-lane and multi-lane)
 - b. Traffic Operations Studies and Design
 - c. Landscape Architecture Design
 - d. Traffic Control Systems Analysis, Design and Implementation
 - e. Utility Coordination including Town owned utilities (Sewer)
 - f. Hydraulic and Hydrologic Studies (Transportation stormwater infrastructure)
 - g. Facilities for Bicycles, Pedestrians and Golf Carts
 - h. Roadway Lighting
 - i. Value Engineering
 - j. ADA compliance as applicable
 - k. Pavement preservation
3. Soils, Foundations & Material Testing
- a. Soil Survey Studies
 - b. Geological and Geophysical Studies
 - c. Laboratory Testing of Roadway Construction Materials
 - d. Field Testing of Roadway Construction Materials
 - e. Hazardous Waste Site Assessments
4. Construction
- a. Cost Estimating
 - b. Construction Engineering and Supervision
 - c. Project Management
 - d. Inspections and Material Testing
5. Erosion and Sedimentation Control
- a. Soil Erosion, Sedimentation, and Pollution Control Plan
 - b. Rainfall and Runoff Testing and Reporting
 - c. Field Inspection for Erosion Control

6. Topography

- a. Land Surveying
- b. Engineering Surveying
- c. Topographic Surveying
- d. As-Built Surveying
- e. Construction Layout and Staking
- f. Photogrammetry
- g. Overhead & Subsurface Utility Engineering (SUE)

Most of the work areas listed above correspond to GDOT Area Class / Employee Qualification used for Consultant Prequalification. Unless noted otherwise, descriptions for the work areas match those referenced and used by GDOT.

General notes below explain the Town's needs and preferences related to this RFP.

- **Environmental** – The Consultant shall generate all necessary Environmental documents and obtain the associated approvals and permits. The Consultant team shall have sufficient experience to satisfy National Environmental Policy Act (NEPA) requirements for federal-aid projects.
- **Public Engagement** – Projects may require public engagement. The Town can assist with coordinating and hosting Public Information Open House meetings and similar events. However, the Consultant team should have the resources to lead public engagement activities such as meetings, dissemination of information by social media, on-line surveys, etc.
- **Project Data and Deliverables** – All reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this RFP shall become the property of the Town. The data shall be reasonably organized, indexed, bound and delivered to the Town within two weeks of written request from the Town. Most deliverables are expected to be received in electronic format. CAD files shall be provided in a format/version compatible to AutoCAD Civil 3D 2010. CAD files shall be provided to the Town on all construction projects.
- **Invoices** – the Consultant shall provide monthly reporting and invoicing on all active projects in a manner and format that is mutually agreed upon by the Consultant and the Public Works Director.
- **Other Services** – The Consultant team should have the resources available to provide the type of services listed in this document.

3.00 FIRM GENREAL RESPONSIBILITIES

3.01 The bidder shall be responsible for examining the work sites and becoming familiar with the work required at each site.

3.02 Notification to the Town if work to be performed is outside the scope of what was identified in the original Project Order agreement.

3.03 The Firm will consult with the appropriate Town personnel for approval prior to any schedule variance. Firm shall notify the Public Works Director at least 5 workdays prior to any activity rescheduling. Correspondence may occur via email (preferred) or phone call.

3.04 The Firm shall provide competent, suitable and qualified personnel to perform the work as required for each Project Order.

3.05 Firm's vehicles used inside the Town shall be in good repair, free from leaking fluids and properly registered.

3.06 The Firm shall satisfy the Georgia Department of Transportation requirements along with MUTCD standards, ADA-PROWAG standards, and AASHTO standards. The Firm will be required to follow MUTCD when working within any Town Right-of-Way. Cost for the Project Item Shall include all traffic control and signage.

3.07 All personnel are required to wear safety protective equipment as appropriate for the situation. The Firm will be responsible for providing the safety equipment to their employees.

3.08 The Firm shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

3.09 The Firm shall not commence work until which time a contract Task Order is signed by the selected Firm and the Town; but no later than 30 calendar days following the Town's contract Task Order execution.

4.00 TOWN OF TYRONE GENERAL RESPONSIBILITIES

4.01 Identify the project limits and furnish the Firm the following information:

- A. Provide approximate location of the work activities and expectations
- B. Provide firm with PCI information as available.
- C. Provide the Task Order to the Firm for execution.

4.02 As applicable, notify the Firm of discrepancies in work performed and discuss corrective action to be taken.

5.00 SUBMISSION CRITERIA

5.01 Submission: Provide four (4) complete and one electronic (pdf format) identical copies of the submitted Proposal to the Project Manager at:

Town of Tyrone
Attn: Scott Langford, PE
950 Senoia Road
Tyrone, GA 30290
770-487-4038
Scott.Langford@TyroneGA.gov

5.02 Proposal Due Date:

The deadline for submission of the RFP is listed in this proposal on the Advertisement for RFP page or as amended by an Addendum.

5.03 Responsibility:

The Town is not responsible for the proper or timely delivery of submittals. Failure to meet the deadline for receipt of submittals will result in rejection of the submittal. Submittals received after the deadline will not be considered whether delayed in transit or for any other cause whatsoever. Each firm is solely responsible for the accuracy and completeness of its submittal. Errors and omissions may constitute grounds for rejection.

5.04 Envelope:

Seal and mark the exterior of the envelope with, "RFP# PW-2026-04 for 2026 Transportation Engineering Services" along with the name and address of the firm.

5.05 Proposal Requirements:

Proposals shall be on 8.5" by 11" paper. **Proposal shall not exceed 25 pages** with a minimum font size of 11-point Times New Roman and one-inch margins. A "Page" is defined as a display of information on one side of a piece of paper. Double sided printed paper will count as two pages. Charts and Drawings can be submitted on 11" x 17" page (Z-folded to 8.5" x 11"), but will count as 2 pages per side. Pages should be numbered consecutively. A Table of Contents, with corresponding tabs in the body of the proposal, must be included as well to identify each section. Placing multiple tabs on the same page is acceptable. Any forms, affidavits, certifications or signed statements called for in the RFP may be included in a proposal as an appendix that will not count towards the page limit.

The submittal shall include one-page transmittal letter, cover page with RFP name and number, and table of contents. These pages do not apply toward the page limit. Responses covering over 25 pages total will not be viewed upon favorably by the Selection Committee.

In order to limit the cost incurred by responding to this solicitation, proposers are encouraged to be brief. Thick submittals with background and general marketing material are not desired. Instead, emphasis should be placed on responding to the evaluation criteria, understanding the project requirements and the project goals.

5.06 Costs to Prepare Responses:

The Town assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of proposals.

5.07 Proposal Information:

The following information pertains to general information:

1. Offers submitted are good for 90 calendar days after the opening of the offer. By offering, the Firm acknowledges that they have examined the RFP and have a full understanding of the RFP and any addendum issued.
2. In the event of discrepancy between unit price and extended price, the unit price prevails.
3. The Town Reserves the right to waive any defect or irregularity in any proposal received.
4. The Town reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the Town.
5. The Town reserves the right to reject any proposal or all proposals, and to re-release the request for proposals.

5.08 Questions about the project:

Questions shall be in writing to the Project Manager (Scott Langford – see Section 4.01 above), preferably in email format. Questions must be submitted at least 10 calendar days prior to the RFP submittal date and time. Responses to information will be via addendum posted on the Town’s website at <http://www.tyronega.gov/bid-items>. Firm shall acknowledge receipt of all issued Addendum on the Required Document Checklist form located in Section **10.00 OWNER PROVIDED FORMS**. It is the Firm’s responsibility to visit the website frequently to ensure they have the most up to date information.

6.00 EVALUATION CRITERIA

6.01 The Selection Committee will evaluate the content of the written proposals and the fee proposals based upon the criteria listed and point values in the table below. If it deems necessary, the Town may determine to short list 2-5 firms and conduct interviews. As the services being sought are considered professional in nature, the evaluation will be based upon consideration of the demonstrated qualifications and capabilities of the proposers. The criteria are tabulated below with their respective maximum point values.

RFP CRITERIA	
Major Category	Maximum Points
Qualifications of the Firm	10
Firms Experience	15
Project Approach	35
Scheduling and Workload	10
Clarity of Submittal and Forms	5
Financial Stability	5
Fee Schedule	20

7.00 RESPONSE TO CRITERIA

7.01 General Information Regarding the Criteria:

By submitting a proposal, the Firm represents that they have (1) thoroughly examined and are familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the Town's objectives. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the Town's discretion, render the proposal non-responsive.

7.02 Criteria Descriptions:

- A. Qualifications of the Firm – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Number of years in business and location of home and working offices;
 - b. Address, telephone and email address for the firm and major subconsultants;
 - c. Number of personnel employed that will be available to provide service for the project. Note if personnel are full, part, or seasonal employment. Include the use of any subconsultants;
 - d. Project Team - provide names and a brief resume of Project Manager and other key staff. Include list of relevant licenses and certifications in the state of Georgia for these types of work activities including staff that has undergone all GDOT LAP training within the past 5 years; and,
 - e. Provide summary of GDOT prequalification(s) by Area Class and firm along with other relevant certifications/qualifications.
- B. Firm Experience – As part of the criteria submission, firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. List a minimum of three (3), but not more than six (6), projects with references within the past 5 years where similar type of work and successful completion was performed; specifically, at least one activity with intersection studies and one activity with design and construction management of GDOT TIP projects. List date completed, services provided, involvement of proposed Project Team members, time to complete the design, time to complete construction, final estimate of cost, amount of accepted bid and final cost after construction. Phone numbers and email addresses of references are to be included. The Town reserves the right to make reference checks on any listed project and results of such reference checks will be factored into the scoring;
 - b. In the last 5 years has any member of the team ever failed to complete any work awarded to it or been removed from any project awarded? If yes, provide an explanation and contact information for that Owner's Project Manager; and,
 - c. Is your firm currently in litigation or have been in the past 5 years? If so, explain.
- C. Project Approach – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide examples, as applicable, of unique cost savings techniques that will enhance the services and final product to the Town;
 - b. Demonstrate your understanding of the proposal requirements;
 - c. Demonstrate your ability to stay on schedule and within budget; and,

- d. Provide insight on your Firm's ability to provide holistic approach to transportation planning studies, strategies for effective construction oversight, internal quality control procedures, project management techniques, "value-added" ideas, and other factors that Firm believes to be relevant to the RFP.
- B. Scheduling and Workload – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide information on your current workload and how the Town's projects will be accomplished and effectively managed to deliver multiple project Task Orders simultaneously. Demonstrate your ability to move projects forward quickly. Provide availability of key Project Team members and backlog of work. Provide description of tools and software that will be used to develop and track projects;
 - b. Identify any foreseeable problems in the implementation of the project. Include how these potential problems may be resolved;
- D. Clarity of Submittal and Forms – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Conforms with the format instructions as listed above.
 - b. Provides information listed in the Response to Criteria.
 - c. Provides relevant information in a clear and concise manner that demonstrates the Firm's ability to communicate their understanding of the project and their ability to performing the project.
 - d. Firms shall submit the following required fully executed and completed forms:
 - a. Complete, sign and submit the Owner provided **Required Document Checklist** form
 - b. Complete, sign and submit the Owner provided **Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)** forms Parts 1 and 2.
 - c. Complete, sign and submit the Owner provided **Firm Information** form.
 - d. Complete, sign and submit the Firm's **Insurance Certificate on the ACORD 25** form
 - e. Complete, sign and submit the Firm's **Hourly Rate Schedule** form in a separate sealed envelope.
- E. Financial Stability – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Form of ownership, including state of residency or incorporation. State if the offeror is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure.
 - b. Provide Certificate of Insurance as described in Section 9.00 Administrative and Offeror Information section of this RFP.
 - c. Supply Current Ratio (Current Assets/Current Liabilities) experience for the last five (5) years, with a signed affidavit from the Firm's Financial Officer.
- F. Fee Schedule – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. **All cost information shall be provided in a sealed envelope separate from the proposal.**
 - b. An Hourly Rate Schedule should be included and list all job classes/titles expected to bill against this Contract as well as any additional unit costs associated with travel, production of documents, etc. All fees, unit rates and hourly rates shall be held constant for any Task Order executed throughout the length of the project.
 - c. The Hourly Rate Schedule information should acknowledge that any changes to the proposed rates, fees, or other costs for future project Task Orders after June 30, 2027

shall be requested by the Firm at the time for contract renewal to account for anticipated inflation. Hourly rates and fees will not be open to negotiation or changes after a contract renewal is awarded. Hourly Rates for project Task Orders already established prior to contract renewal are not subject to change when a Contract renewal is granted.

- d. As noted previously, work shall be assigned on a project Task Order basis. Each project Task Order will specify a lump-sum amount or a maximum not-to-exceed amount and provide a detailed statement of work, requirements, specifications, etc. The payment method for each project Task Order will be established based on the type of work being performed.

8.00 SELECTION PROCESS

8.01 A selection committee consisting of Town Staff will recommend the best suited firm to the Town Council at the Council meeting listed in the Schedule of Events below.

8.02 The committee will utilize the Criteria identified in the aforementioned in determining the best suited firm. The Town may choose to interview firms.

8.03 In addition to the required written submittals, the Selection Committee may require oral interviews. If oral interviews are requested; firms will be notified and will receive interview instructions. Key personnel from the firm who will be directly involved with the project should attend the interview. The interview panel will; in particular, be interested in knowing more about previous experiences, meeting deadlines, project approach and interacting with the individuals who will act as the primary contacts.

8.04 Schedule of Events

RFP Issued	July 29, 2026
Deadline for Submission of Questions	August 16, 2026
Proposal Due Date	August 26, 2026
Interviews if requested	September 3, 2026
Committee Recommendation to Council	September 17, 2026
Anticipated Start Date	TBD upon Council approval/Legal Counsel review
Completion date	June 30, 2027; 1 Year renewals if both parties are agreeable for up to five renewals total.

8.05 Contract Rate Negotiations

The Town will start with the highest ranked firm after evaluation of the RFP and interviews as conducted, and negotiate a contract at fair and reasonable compensation. If negotiations with the most qualified firm do not result in a satisfactory contract, the Town will terminate negotiations with this firm, and then undertake negotiations with the next most qualified firm. This process will continue until an agreement is reached or when the Town determines not to proceed further.

9.00 AMINISTRATIVE AND OFFEROR INFROMATION

9.01 Availability of RFP Documents

The RFP documents are available on the Town's website at <http://www.tyronega.gov/bid-items>.

9.02 No Commitment by the Town of Tyrone

This Request for Proposals does not commit the Town to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a Proposal to this Request, or to procure or contract for services or supplies. In acceptance of Proposals, the Town reserves the right to negotiate further with one or more of the Firms as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the Town. This includes solicitation of a best and final offer from one or more of the proposers.

9.03 Proposal Representation

Each Proposer, who has the legal authority to sign and bind the firm, must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

9.04 Insurance Requirements:

The Firm's Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

- A. Comprehensive General Liability
 - a. Bodily and Personal Injury, Property Damage and Contractual: \$2,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate.
 - b. General Aggregate Limits shall apply per Project.
- B. Comprehensive Automobile Liability
 - a. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence
 - b. Any Auto including Hired and Non-Owned liability coverage is required.
- C. Workers Comprehensive
 - a. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. At a minimum, the policy must also meet Georgia required coverage.
- D. Professional Liability Insurance
 - a. Covering negligent acts, errors, and omissions arising from the professional services performed by the consultant and its subconsultants under this contract.
 - b. Coverage shall be not less than \$2,000,000 per claim and \$2,000,000 annual general aggregate.
 - c. General aggregate limits shall apply per project.
- E. The Town must be named as additional insured on the policy of insurance as follows: Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.
- F. The policy shall not contain a waiver of subrogation.

Firm shall provide the Town with a valid Certification of Insurance evidencing the Town. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy. The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

9.05 Indemnification

The Firm shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Firm of their employees, including losses, expenses or damages sustained by the Town or Town Officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Firm further agrees to defend any suit or action brought against the Town or Town Officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Firm agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability section Insurance Requirements. The obligations of the Firm pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Firm.

9.06 Trade Secrets and Confidentiality

If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

9.07 Non-Collusion

By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.

9.08 Notice to Proceed

The Town shall not be liable for payment of any work done or any costs incurred by any offeror prior to the Town issuing a written Notice to Proceed.

9.09 Contract Term

The term of this agreement shall begin upon issuance of a Notice to Proceed and continue through June 30, 2027. Thereafter, this agreement may be renewed by the Town for five additional one-year renewal terms. Renewal will be by letter or other written correspondence from the Town to the Firm thirty (30) days prior to expiration of the current.

9.10 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

9.11 Termination of Award for Cause:

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful vendor for the purpose of set off until such time as the exact amount of damages due the Town from the successful Proposer is determined.

9.12 Termination of Award for Convenience:

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least ten (10) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer covered by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

9.13 Force Majeure:

Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

9.14 Governing Law: This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

10.00 OWNER PROVIDED FORMS

- CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-91(b) (1) Parts 1 and 2 forms
- REQUIRED DOCUMENT CHECKLIST
- FIRM INFORMATION form

Exhibit A

Part 1 of 2

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Town of Tyrone, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

PW-2026-04: Transportation Engineer of Record
Name of Project

Town of Tyrone, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on_____,
_____, 20__ in (city)_____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

Exhibit A

Part 2 of 2

O.C.G.A. 50-36-1 (e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Contract, as referenced in O.C.G.A. 50-36-1, from Town of Tyrone, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: (Driver's License,

Passport, etc. - Attach copy) _____

In the making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. 16-10-2-, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city) _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE

_____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

REQUIRED DOCUMENT
CHECKLIST

(Submit this checklist and the documents listed below with your submittal)

PW-2026-04: TRANSPORTATION ENGINEER OF RECORD

FIRM NAME: _____

Firm Information _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Pricing Proposal (Hourly Rate Schedule) – **Separate, Sealed Envelope** _____

Insurance Certificate ACORD 25 form _____

Required Document Checklist _____

Acknowledge Addenda issued (as applicable) - list all number(s) and date(s). _____

PW-2021-13: Transportation Engineer of Record

FIRM INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

LEGAL AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____

PROJECT MANAGER CONTACT INFROMATION

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

APPENDIX A

Project Number: PW-2026-04
Shamrock Park Supporting Documentation

APPENDIX B

Project Number: PW-2026-04
LCI Supporting Documentation

APPENDIX C

Project Number: PW-2026-04
Contract Supporting Documentation

AGREEMENT

2026 Transportation Engineering Services
Project #: PW-2026-04

This Agreement, made this day of _____, 2026 by and between The Town of Tyrone, GA (hereinafter in this Agreement called "Owner") and _____. (hereinafter in this Agreement called "Consultant").

WITNESSETH: That for and in consideration of the payment rates and agreements hereinafter mentioned:

1. The Consultant will provide technical transportation engineering services as described elsewhere in the contract documents for the contracted hourly rates and/or unit prices.
2. In the event Consultant's services are needed, Owner will issue a Task Order which includes a ceiling price and specify the number of days allowed for the work to be completed. The Task Order will commence upon written approval of the Owner and Consultant. The Consultant shall submit monthly invoices for Consultant's services, indicating the services rendered for each Task Order. Client shall promptly review all invoices and shall notify Consultant in writing within ten (10) business days upon receipt of the invoice, provide reasons for the objection, and promptly pay the undisputed amount. Invoices shall be considered "Past Due" if not paid within 30 days after receipt of invoice for services rendered. If the invoice is not paid within 30 days, Consultant may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, stop work on the performance of the service. Owner shall remit payment to _____.
3. The term "Contract Document" means and includes the following in order of importance:
 - a) This Agreement
 - b) Request for Proposals, including Scope of Work, Terms & Conditions, Addendum & other components
 - c) Consultant's Proposal
 - d) Consultant's Affidavit under O.C.G.A. § 13-10-91 (b)(1)
 - e) Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date first above written.

OWNER:

CONTRACTOR:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

ATTEST (COMPLETED BY OWNER):

(Signature)

(Printed Name)

(Title)

(Employer Identification Number)

ADDENDUM NUMBER 1
2026 TRANSPORTATION ENGINEERING SERVICES
PROJECT NUMBER PW-2026-04
08/17/2026

The following changes, modifications, and/or clarifications to the project documents are a part, thereof, and change the original documents only in the manner and to the extent stated.

1. Bidders are reminded to comply with all the requirements for bidding as enumerated in the Project Manual, INCLUDING ACKNOWLEDGEMENT OF THE RECEIPT OF THIS ADDENDUM ON THE BID FORM.
2. Reference is made to Section 7.02, Pages 12 & 13 of the RFP. Remove pages 12 and 13 and replace them with the attached revised pages 12 & 13. There was an error in Section 7.02 regarding the alphabetic listing for the subsections.
3. Question was: Given the 25-page limit, may firms provide brief staff resumes in the proposal and include full resumes, licenses, certifications, and GDOT LAP training documentation in the appendix that does not count toward the page limit? **The answer is: the Town has a very limited staff so keeping things brief and to the point are desired. It is a goal for us to find a firm that can relate to a Town with a population around 8,000 people. Adding an index would count towards the 25-page limit.**
4. Question was: Should firms provide GDOT Prequalification Area Classes applicable to the services identified in the Scope of Work, and are any specific GDOT prequalification categories required for the prime consultant or subconsultants? **The answer is: the Town is interested in the GDOT Prequalification Area Classes applicable to the services identified in the Scope of Work. The Town does not require any specific Prequalification Area Classes. The Town is most interested in the prime consultant's area classes.**
5. Question was: The RFP requires submission of four (4) hard copies and one (1) electronic copy. Please confirm the acceptable format for the electronic copy (e.g., USB flash drive or other electronic media). **The answer is: The Town would like the electronic copy to be on a USB flash drive.**
6. Question was: In Section 7.02 E, a summary of GDOT prequalifications by Area Class and firm is requested. Is the Town only requiring the prime's GDOT prequalifications, or are ones from subconsultants required as well? If ones from subconsultants are required, are these able to be placed in the Appendix? **The answer can be found in item 2 above.**

7. Question was: Are the required tabs part of the page count? The answer is: Tabs that have only the Section's number and/or name will not be counted as a page. Tabs with additional information on the front or back of the page will be counted.
8. Question was: Is there a required list of Area Class numbers that the Town requests in an area class chart, or is it just the services in Section 2 that correspond with prequalification numbers that are to be covered and just listed on the organizational chart? The answer can be found in item 2 above.
9. Question was: Based on the scope of work requirements, please confirm if Value Engineering and Rainfall and Runoff Testing are required? The answer is:
10. Question was: in Section 7.02 D, is GDOT LAP training required for all key staff listed in the submittal? The answer is: The Town does not require all key staff to be LAP certified.
11. Question was: Section 7.02, B Firm Experience, Is the GDOT TIP experience mandatory? The answer is: GDOT TIP experience is not required.
12. Question was: Is Civil 3D 2010 required (or can we use similar equivalent software)? The answer is: The Town desires to have files that are compatible and useable with Civil 3D. Other software that is fully compatible with Civil 3D is allowed.
13. Question was: In section 9.05, there is language that represents broad form indemnity and duty to defend, which are against GA statute O.G.C.A 13-8-2(c), and the broad form indemnity is uninsurable. The answer is: Reference is made to Section 9.05. Remove Section 9.05 and replace it with the following: "Section 9.05 To the extent permitted by law, Contractor shall indemnify the Town and Town officials, including the Mayor, members of the Council, and agents and employees of the Town, for damages, losses, or expenses, including reasonable attorneys' fees and expenses recoverable under applicable law, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of services under this Agreement."

END OF ADDENDUM NO. 1

7.00 RESPONSE TO CRITERIA

7.01 General Information Regarding the Criteria:

By submitting a proposal, the Firm represents that they have (1) thoroughly examined and are familiar with the scope of services outlined in this RFP, and (2) are capable of performing quality work to achieve the Town's objectives. To simplify the review process and to obtain the maximum degree of comparability, the proposal must follow the outline described below and, at a minimum, contain the requested information. Respondents are encouraged to include additional relevant information. Omissions or incomplete responses in terms of content or aberrations in form may at the Town's discretion, render the proposal non-responsive.

7.02 Criteria Descriptions:

- A. Qualifications of the Firm – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Number of years in business and location of home and working offices;
 - b. Address, telephone and email address for the firm and major subconsultants;
 - c. Number of personnel employed that will be available to provide service for the project. Note if personnel are full, part, or seasonal employment. Include the use of any subconsultants;
 - d. Project Team - provide names and a brief resume of Project Manager and other key staff. Include list of relevant licenses and certifications in the state of Georgia for these types of work activities including staff that has undergone all GDOT LAP training within the past 5 years; and,
 - e. Provide summary of GDOT prequalification(s) by Area Class and firm along with other relevant certifications/qualifications.
- B. Firm Experience – As part of the criteria submission, firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. List a minimum of three (3), but not more than six (6), projects with references within the past 5 years where similar type of work and successful completion was performed; specifically, at least one activity with intersection studies and one activity with design and construction management of GDOT TIP projects. List date completed, services provided, involvement of proposed Project Team members, time to complete the design, time to complete construction, final estimate of cost, amount of accepted bid and final cost after construction. Phone numbers and email addresses of references are to be included. The Town reserves the right to make reference checks on any listed project and results of such reference checks will be factored into the scoring;
 - b. In the last 5 years has any member of the team ever failed to complete any work awarded to it or been removed from any project awarded? If yes, provide an explanation and contact information for that Owner's Project Manager; and,
 - c. Is your firm currently in litigation or have been in the past 5 years? If so, explain.
- C. Project Approach – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Provide examples, as applicable, of unique cost savings techniques that will enhance the services and final product to the Town;
 - b. Demonstrate your understanding of the proposal requirements;
 - c. Demonstrate your ability to stay on schedule and within budget; and,

- d. Provide insight on your Firm's ability to provide holistic approach to transportation planning studies, strategies for effective construction oversight, internal quality control procedures, project management techniques, "value-added" ideas, and other factors that Firm believes to be relevant to the RFP.
- D. Scheduling and Workload – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - d. Provide information on your current workload and how the Town's projects will be accomplished and effectively managed to deliver multiple project Task Orders simultaneously. Demonstrate your ability to move projects forward quickly. Provide availability of key Project Team members and backlog of work. Provide description of tools and software that will be used to develop and track projects;
 - e. Identify any foreseeable problems in the implementation of the project. Include how these potential problems may be resolved;
- E. Clarity of Submittal and Forms – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Conforms with the format instructions as listed above.
 - b. Provides information listed in the Response to Criteria.
 - c. Provides relevant information in a clear and concise manner that demonstrates the Firm's ability to communicate their understanding of the project and their ability to performing the project.
 - d. Firms shall submit the following required fully executed and completed forms:
 - a. Complete, sign and submit the Owner provided Required Document Checklist form
 - b. Complete, sign and submit the Owner provided Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) forms Parts 1 and 2.
 - c. Complete, sign and submit the Owner provided Firm Information form.
 - d. Complete, sign and submit the Firm's Insurance Certificate on the ACORD 25 form
 - e. Complete, sign and submit the Firm's Hourly Rate Schedule form in a separate sealed envelope.
- F. Financial Stability – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. Form of ownership, including state of residency or incorporation. State if the offeror is a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), joint venture, or other structure.
 - b. Provide Certificate of Insurance as described in Section 9.00 Administrative and Offeror Information section of this RFP.
 - c. Supply Current Ratio (Current Assets/Current Liabilities) experience for the last five (5) years, with a signed affidavit from the Firm's Financial Officer.
- G. Fee Schedule – As part of the criteria submission. Firms shall address all relevant subjects as it perceives them, including but not limited to:
 - a. **All cost information shall be provided in a sealed envelope separate from the proposal.**
 - b. An Hourly Rate Schedule should be included and list all job classes/titles expected to bill against this Contract as well as any additional unit costs associated with travel, production of documents, etc. All fees, unit rates and hourly rates shall be held constant for any Task Order executed throughout the length of the project.
 - c. The Hourly Rate Schedule information should acknowledge that any changes to the proposed rates, fees, or other costs for future project Task Orders after June 30, 2027

ADDENDUM NUMBER 2
2026 TRANSPORTATION ENGINEERING SERVICES
PROJECT NUMBER PW-2026-04
08/19/2026

The following changes, modifications, and/or clarifications to the project documents are a part, thereof, and change the original documents only in the manner and to the extent stated.

1. Bidders are reminded to comply with all the requirements for bidding as enumerated in the Project Manual, INCLUDING ACKNOWLEDGEMENT OF THE RECEIPT OF THIS ADDENDUM ON THE BID FORM.
2. Reference is made to Addendum 1 item 9. Remove item 9 and replace with the following: **9.** Question was: Based on the scope of work requirements, please confirm if Value Engineering and Rainfall and Runoff Testing are required? **The answer is: Value engineering is something we do not expect to be needed, but if it were, the Town would look at the hours anticipated by the A&E along with the approved hourly rate schedule of those performing the work to determine if the Town wanted to proceed with Value Engineering services. As for Rainfall and Runoff Testing, the Town typically requires the contractor or their subcontractor to provide those services under the appropriate erosion and sediment control cost line items in their bid.**

END OF ADDENDUM NO. 2



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: October 1, 2026

Agenda Item Type: New Business

Staff Contact: Katie Swann, E.I.

STAFF REPORT

AGENDA ITEM:

Consideration to award the project 2026 Pump Station #3 Generator Radiator Replacement to Taylor Sudden Service, Incorporated for a price not to exceed \$7,147.51.

BACKGROUND:

Pump Station #3 in River Crest Subdivision has a generator radiator leak needing repair. The Cummins generator currently onsite is 20 years. Requests for quotes were sent out to four companies, and quotes were received by the Town's Public Works Department by the 5:00 PM on September 22, 2026 deadline. The low bid was \$7,147.51 by Taylor Sudden Service, Inc.

FUNDING:

Sewer Fund – 505-43-52.2202 (Equipment Maintenance)

STAFF RECOMMENDATION:

Staff requests that Council award project Pump Station #3 Generator Radiator Replacement to Taylor Sudden Service, Incorporated. in the total sum not to exceed \$7,147.51.

ATTACHMENTS:

Bid Tabulation Sheet

PREVIOUS DISCUSSIONS:

None



Bid Tabulation

Section X, Item 5.

Pump Station #3 Generator Radiator Replacement

Bids due: 09.22.2026 @ 5:00 PM

Company	Taylor Sudden Service, Inc.				J&T Service Center, Inc	Southern Power Systems Service, Inc	Perkins Generator Sales & Service, Inc			
Location	Covington, GA				Lincolnton, GA	Newnan, GA	Sharpsburg, GA			
	Description	Qty	Unit Price	Total	Description	Description	Description	Qty	Unit Price	Total
	Hose	2	\$77.42	\$154.84	Replace radiator, hoses, belts, water pump, and coolant	Replace radiator & up to 8 gallons of coolant	Radiator	1	\$5,143.61	\$5,143.61
	Rad Hose	1	\$76.87	\$76.87			Hose-rad	2	\$127.27	\$254.54
	55DSupreme 50/50 AFC	10	\$59.88	\$598.80			Hose-radiator	1	\$126.37	\$126.37
	Pig Mat	10	\$10.00	\$100.00			Clamp-hose, Cummins	4	\$44.61	\$178.44
	Radiator – NEW	1	\$4,250.00	\$4,250.00			Clamp-hose, Cummins	2	\$40.41	\$80.82
	Coolant Flush – Commercial	1	\$65.00	\$65.00			Belt, V-ribbed, Cummins	1	\$345.49	\$345.49
	Rad Cap	1	\$52.00	\$52.00			Tensioner, belt, Cummins	1	\$370.57	\$370.57
	Drive Hrs	2	\$165.00	\$330.00			Thermostat, Cummins	1	\$237.79	\$237.79
	Reg Hrs	8	\$165.00	1,320.00			Coolant, Peak 50/50 gal	15	\$53.35	\$800.25
	Mileage	80	\$2.50	\$200.00			Labor Charge	14	\$295.00	\$4,130.00
							Shipping & Handling Fee	1	\$175.00	\$175.00
Total Bid Price				\$7,147.51						\$11,833.88

Bids received by: Katie Swann

KPS

Bids reviewed by: Scott Langford

SL

[Signature]



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular
Meeting Date: October 1, 2026
Agenda Item Type: New Business
Staff Contact: Phillip Trocquet

STAFF REPORT

AGENDA ITEM:

Consideration of a Memorandum of Understanding (MOU) between the Town of Tyrone and the Southern Conservation Trust for the Handley Park Nature Area. **Phillip Trocquet, Assistant Town Manager**

BACKGROUND:

The Town acquired approximately 45 acres adjacent to Handley Park for the purpose of conservation and light recreation offerings for residents. The 2023 SPLOST identified nature trails for the property, and the Town has allocated \$20,000 in SPLOST funds this fiscal year to begin improving the site.

The Southern Conservation Trust (SCT) is a Georgia nonprofit that specializes in natural land conservation and has a record of partnering with municipalities in Fayette County on passive recreation and conservation spaces. As the property moves from acquisition into planning and initial improvements, staff recommends formalizing a working relationship with SCT so the Town can draw on that experience.

The proposed MOU establishes a non-binding, cooperative framework for the Handley Park Nature Area. SCT will serve as an advocate, advisor, and community partner by providing technical guidance on conservation practices and shared-use trail development, assisting with community outreach and public education, and partnering with the Town on grant and fundraising opportunities. The Town retains oversight of the project, including compliance with applicable laws and policies, coordination with contractors and stakeholders, and final decisions on SCT recommendations. The parties will meet quarterly, and use of either party’s logo or branding requires mutual approval.

The MOU has a three-year term and either party may terminate it with 30 days’ written notice. It does not create a contractual relationship. Any binding commitment, such as on-site work or a financial contribution, requires a separate written agreement and will return to Council as applicable.

FUNDING:

The MOU does not obligate either party to provide funding, and approval carries no direct cost to the Town. The \$20,000 in 2023 SPLOST funds allocated this fiscal year for initial improvements remains under Town control and will be spent in accordance with the Town’s procurement policies. Any future financial, grant, or resource commitment involving SCT will be defined in a separate agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding between the Town of Tyrone and the Southern Conservation Trust for the Handley Park Nature Area and authorization for the Mayor to execute the agreement.

ATTACHMENTS:

Handley Park Nature Area Memorandum of Understanding

PREVIOUS DISCUSSIONS: Council Retreat



**HANDLEY PARK NATURE AREA
MEMORANDUM OF UNDERSTANDING (MOU)**

Between the Town of Tyrone and the Southern Conservation Trust

This Memorandum of Understanding (“MOU”) is entered into as of October 1st, 2026, by and between the Town of Tyrone, Georgia (“TOWN”) and the Southern Conservation Trust, a Georgia nonprofit corporation (“SCT”).

1. **Purpose:** The purpose of this non-binding MOU is to establish a cooperative framework through which SCT will serve as an advocate, advisor, and community partner to the TOWN in the planning, development, and implementation of the Handley Park Nature Area (“Project”).

This collaboration reflects the shared commitment of both parties to environmental stewardship, conservation, education, and the creation of a lasting public green space for residents and visitors.

2. **Non-Binding Nature:** This MOU is intended solely to outline the cooperative intentions, roles, and expectations of the parties. It does not create legally binding obligations, financial commitments, or contractual duties. Any future binding agreements will be addressed through separate written contracts approved by both parties.

3. **Town of Tyrone Responsibilities:** The Town agrees to:

- Provide overall project oversight and ensure compliance with applicable laws, regulations, and municipal policies.
- Consider advisory recommendations provided by SCT.
- Facilitative public engagement opportunities and ensure transparency throughout the Project.
- Coordinate with relevant departments, contractors, and stakeholders.
- Support identification of grant opportunities, partnerships, and fundraising strategies when appropriate.

4. **Southern Conservation Trust Responsibilities:** SCT agrees to:

- Serve as an advocate for the Nature Area and its environmental, educational, and community benefits.
- Provide technical guidance and advisory input regarding conservation practices, shared use trail development and sustainability.
- Assist with community outreach, public education, and stakeholder engagement to promote awareness and support.

- Offer recommendations aligned with long-term ecological health, conservation values, and public use.
 - Serve as a partner of grant opportunities, partnerships, and fundraising strategies.
5. **Collaboration & Communication:** The parties agree to:
- Maintain open and regular communication regarding Project progress and opportunities.
 - Meet quarterly, as mutually agreed, to review plans and share updates.
 - Work collaboratively to ensure the Arboretum reflects community priorities and best practices in conservation and public green space design.
6. **Public Communications:** The parties may reference this collaboration in public communications. Use of logos, branding, or official statements shall require mutual approval prior to release.
7. **Funding & Resources:** This MOU does not obligate either party to provide funding. Any financial contributions, grants, or resource commitments will be defined in separate written agreements.
8. **Term & Termination:** This MOU shall become effective on the date first written above and remain in effect for three (3) years, unless modified or terminated earlier for any reason by either party upon thirty (30) days’ written notice.
9. **Modification:** This MOU may be modified at any time by mutual written consent of both parties.
10. **Independent Entities:** The parties are independent entities. Nothing in this MOU shall be construed to create a partnership, joint venture, or agency relationship.

Signatures

TOWN OF TYRONE, GEORGIA

By: _____

Name: Eric Dial

Title: Mayor

Date:

Attest: _____

Name: Dee Baker

Title: Town Clerk

SOUTHERN CONSERVATION TRUST

By: _____

Name:

Title:

Date: