



TOWN COUNCIL MEETING May 02, 2024 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, 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 April 18, 2024 minutes.

2. Approval of the Union City Elk Lodge donating 10 large tables and 40 chairs to the Tyrone Recreation Center.

3. Approval of Christ Church of South Metro Atlanta events at Shamrock Park on June 5 from 5:00 p.m. to 8:00 p.m. and on June 12, 19, 26, July 10, 17, 24, and 31, events are from 6:00 p.m. to 7:30 p.m. and open to the public.

4. Approval of the 6-hour L.E.G.A.C.Y Fundraising competitive event at Dorthea Redwine Park on November 16.

5. Consideration to purchase 2 Kenwood VM7000 In Car Radios for the two Criminal Investigation Division Vehicles.

6. Consideration to purchase a Kustom Smart VMS 11 Autonomous Portable Changeable Message Sign in the amount of \$16,975.00.

7. Consideration to commit funding for the ARC TIP Project FA-02 2024 Local Let Resurfacing Project in the amount of \$191,785.29

VII. PRESENTATIONS

8. Presentation of a proclamation to Town Clerk Dee Baker and Asst. Town Clerk Ciara Willis in recognition of May 5 - 11, 2024 as Municipal Clerk's Week. **Eric Dial, Mayor**

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

X. NEW BUSINESS

9. Consideration to award the 2024 Roadway Crack Sealing project PW-2024-29 to Deep South Industrial Services, Incorporated for \$35,545.16. **Scott Langford, Town Engineer / Public Works Director**

10. Consideration to Award the 2024 Stormwater Inspection Services project PW-2024-28 to Integrated Science and Engineering, Incorporated for the fee of \$9,738. **Scott Langford, Town Engineer / Public Works Director**

- 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

Section VI, Item 1.

MINUTES

April 18, 2024 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Also present:

Sandy Beach, Finance / HR Manager

Patrick Stough, Attorney, filled in for Dennis Davenport

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 Hunter.

Voting Yea: Council Member Furr, Council Member Whelan.

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 meeting minutes from March 21, 2024, March 26, 2024, March 28, 2024, and April 4, 2024.

A motion was made to approve the consent agenda.

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

Voting Yea: Council Member Furr, Council Member Whelan.

VII. PRESENTATIONS**VIII. PUBLIC HEARINGS****IX. OLD BUSINESS****X. NEW BUSINESS**

2. Approval of the purchase of eight (8) solar speed monitoring signs from Elan City at a cost of \$23,800.00. Brandon Perkins, Town Manager

Mr. Perkins informed everyone that the FY2024 budget was approved with \$30,000.00 in assigned funds allocated for the purchase of speed monitoring signs. He added that two signs were purchased and installed along Senoia Road in September 2023 and had performed well. He stated that during the March 26, 2024 budget workshop, Council directed staff to move forward with the purchase of eight additional signs with the remaining \$23,490.00. He added that staff received quotes from eight vendors and the lowest responsible bid was from Elan City (the supplier of the original two signs on Senoia Road) for \$23,800.00. He shared that the cost did not include the purchase of the posts required for mounting the signs, which would be another ~\$5,000.00. He stated that the total, including posts, would be approximately \$28,488.00.

He restated that \$23,490 would come from Assigned Funds, and approximately \$5,000 would come from the Public Works line 100-40-52-2205 for the additional funding for signs and posts. He added that he initially recommended the following placements: 2 signs along Swanson Road - 2 signs along Castlewood Road - 2 signs along Tyrone Road - 2 signs south of the Downtown area on Senoia Road. He explained that a feature tracks traffic incoming and outgoing. He shared that the Town could maximize the use by placing on near East Crestwood Rd. on Senoia coming into town. It would free up a sign to possibly go on Briarwood Rd. Mr. Perkins did agree that two should be placed on Castlewood Rd. due to its length and perhaps one on Farr Rd. He stated that staff would come back with a more solid plan for the signs and added that Mr. Langford also planned on adding two additional signs in the next budget. If approved the maximum amount would be \$28,488 which would include the posts.

Council Member Furr asked why there was a need for two signs on Swanson Rd. as it was a short road. Mr. Perkins stated that he planned to take one and place it on Spencer Rd. The display should face where the speeders come from.

Council Member Campbell stated that he was surprised that Mr. Perkins found eight bidders and agreed with the placement of a sign on Briarwood. He added that all eight bidders were comparable, and he was happy with Elan City. He stated that he would be training the police officers on how to dial into Bluetooth to download the information from the signs.

A motion was made to approve the purchase of eight solar speed monitoring signs from Elan City not to exceed \$28,488.

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

3. Consideration to award project PW-2024-01, the 2024 Asphalt Resurfacing project to Atlanta Paving and Concrete Construction Company, Incorporated. Scott Langford, Public Works Director / Town Engineer

Mr. Langford stated that this year's asphalt resurfacing project consisted of Strawberry Lane, Laurelwood Road, Ridge Road, Foxford Run, Laurel Lake Rd, and a small section of Tyrone Road from RR tracks to Ethel Lane. He added that the project was advertised, and bids were received on April 10, 2024. The lowest responsive and responsible base bid was \$777,006.51 and bid alternate 1 for removing the sidewalk and replacing sod at the intersection on Laurelwood at \$10,000.00. Mr. Langford stated that funding would come from the General Fund and the 2024 LMIG Fund. He recommended approval.

Mayor Dial stated that according to the bid sheet Atlanta Paving was a good price. Council Member Furr inquired about the sod and sidewalk removal on Laurelwood Rd. Mr. Langford explained that the road crossing hump would be removed along with a portion of the sidewalk that was unnecessary.

Council Member Campbell inquired about the Tyrone Rd. Ethel Lane portion. Mr. Langford explained that there were many complaints regarding that section of the railroad crossing and Tyrone Rd. He added that when the County's Tyrone Rd. Palmetto Rd. paving project came around, that portion of the road may not need to be included and should last for years.

Council Member Furr asked when the project would begin. Mr. Langford stated that it would begin right after the culvert project that was currently underway.

A motion was made to award project PW-2024-01 the 2024 Asphalt Resurfacing project and for Mayor Dial to execute the Agreement to the Atlanta Paving and Concrete Construction Company, Inc. for the total sum of the Base Bid and Bid Alternate 1 at \$787,006.51.

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

4. Consideration to close Arrowood Road during Roundabout construction. Scott Langford, Public Works Director / Town Engineer

Mr. Langford stated that there was a staging plan for traffic flow during the construction of the roundabout. The plan would close the upper tip of Arrowood Rd. for approximately 3 months. Residents along Arrowood could get in and out, however, they would need to travel in the opposite direction.

He listed the time delays on Senoia Rd. during the morning peak hours. It would go from 17 seconds to 50 seconds. The evening peak hours would go from 40 seconds to 120 seconds. He added that this closure would save the Town \$80,000 to \$100,000.

He stated that during construction there will be delays at the Tyrone/Arrowood/Spencer intersection. He added that there would also be concrete barriers added for protection.

Council Member Campbell asked if Spencer would be closed during the consultation phase. Mr. Perkins stated that only Arrowood Rd. would be closed.

Council Member Hunter inquired about signage for Arrowood Rd. and asked how the residents would be informed of the closure. Mr. Langford stated that by social media, the message board in front of Town Hall, and the email blast. Mr. Perkins stated that letters would be sent to the homeowners. Mayor Dial reiterated that the closure would save the taxpayers \$80,000 to \$100,000.

Council Member Whelan inquired about how long the closure would take. Mr. Langford stated that the contractor was estimating 2 to 3 months.

Council Member Campbell suggested routing vehicles from Interstate 85 to downtown via Briarwood Rd. Mr. Langford stated that they could also travel through to Senoia Rd. Council Member Campbell shared his concerns regarding 18-wheelers traveling down Briarwood Rd. and asked for signage. Mr. Langford stated that the detour signage would be next on the list for routing and that he would notify the Police regarding trucks traveling down Briarwood as they were not allowed.

Council agreed on the Arrowood Rd. closure option. No motion was required.

5. Approval of a resolution “Pledging to practice and promote civility in the Town of Tyrone” as part of the Georgia Municipal Association’s (GMA) Embrace Civility program. Brandon Perkins, Town Manager | Dia Hunter, Council Member

Mr. Perkins shared that the Georgia Municipal Association's (GMA) Embrace Civility program was introduced in 2023 and was designed to “encourage city leaders to promote civility...”. He added that Council Member Hunter brought it to him suggesting that Council adopt the Resolution. He stated that he had emailed Council with additional information from the GMA website on the topic.

Council Member Hunter stated that when he and Council Member Whelan attended training in Athens, the program was mentioned to them. The program was to have cities pledge to conduct all meetings in a civilized manner. He added that the Tyrone Council already did that. There would be no requirements and Peachtree City and Fayetteville were current members.

Council Member Campbell asked if there was any oversight from GMA for the program. Council Member Hunter shared that there were no requirements.

Mr. Perkins stated that he contacted Freddie Broome at GMA. Mr. Broome stated that GMA had no enforcement, the goal was to place civility at the forefront. Council Member Campbell stated that it sounded like a nice initiative, however, one of the things that he was most proud of was, that even though Council may not always agree they had always remained civil toward each other. His opinion was don't fix what isn't broken.

Council Member Whelan stated that Tyrone was a town of civility and we do not need GMA for that. She added that they all took oaths when they began their terms upholding the U.S. Constitution, State Constitution, and the Town Charter. We hold each other accountable, the GMA initiative was not necessary.

A motion was made to adopt the Civility Resolution.

Motion made by Council Member Hunter. Motion dies for lack of a second.

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. Langford gave the Maintenance staff a shout-out. A sales representative for the speed cushion on Ashland Trail was present took pictures and stated what a great job staff did accomplishing the project.

Mr. Langford announced that the working relationship between Mallet Engineering and Piedmont Paving helped save the Town approximately \$69,000 which was 17.5% lower than the original contract price for the Tyrone Rd. multi-use path project.

Mr. Langford stated that he had applied for and received a 2024 LMIG supplement GDOT Grant for \$165,167.48. He added that the GDOT project was 100% paid with no local match. The project would consist of paving Drumcliff, Yeats, Kylemore Ct. and Kylemore Pass. The Town would also participate in the 2025 LMIG project which was a 70%/30% match with the Town usually paying \$130,000 of the portion.

Mr. Perkins updated Council on the tire dump on Lloyd Ave. and shared that the tires were gone. The landowner heard from him and the EPD that same morning. Mr. Perkins told the property owner that if it was not cleared it would become a Code Enforcement issue. He added that the EPD informed the property owner that the earliest they could come out would be in 4 months. The next morning the tires were removed, and the property owner had them removed at their own cost. Mr. Perkins stated that hopefully, EPD could reimburse a portion to the property owner.

Mr. Perkins informed Council that the Department Heads had received their budgets through ClearGov and they could begin putting their numbers in. He stated that the draft budget would be available at a Council morning workshop in late May.

He stated that the public hearing would be in early June and the adoption of the budget in late June.

Mr. Perkins shared that he was working with Mr. Langford on a draft RFP for the tennis court and basketball court resurfacing project which was through Assigned Funds.

Mr. Perkins reminded Council that they approved a sign placement commemorating the 250th Anniversary of the Revolutionary War from the Daughters of the Revolution (DOR) at Veterans Park. Mr. Perkins met with them, and they both decided to place the sign off the walkway between the flags and the gazebo. The DOR wanted to have an installation ceremony, on Saturday, June 22nd possibly at Veterans Park. They would also like as many Council members in attendance as possible.

Mr. Perkins reminded everyone of the Spring Market at Shamrock Park tomorrow night from 5:00 p.m. to 7:00 p.m.

Mr. Perkins informed Council that there was an issue with the new chipper motor, and it would be replaced because it was under warranty. The new dump truck would arrive tomorrow and all it required was markings.

Mr. Langford (inaudible) stated that there would be a bid opening next Wednesday for the crack sealing.

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

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

The meeting adjourned at 7:44 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Dee Baker, Town Clerk



COUNCIL ITEM AGENDA REQUEST FORM

Department: Tyrone Recreation

Meeting Date: May 2, 2024

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description: Consideration for approval of donation from Elks Lodge.

Background/History:

The Union City Elk’s Lodge is closing its large facility in Union City. They would like to donate (in good condition) 10 lunchroom-size tables and 40 nice chairs to the Tyrone Recreation Center. The contact person is Steve Henderson, “Exalted Ruler” of the Lodge.

Findings/Current Activity:

Pending Approval

Is this a budgeted item? N/A If so, include budget line number: _____

Actions/Options/Recommendations:

Approval



COUNCIL ITEM AGENDA REQUEST FORM

Department: Tyrone Recreation

Meeting Date: May 2, 2024

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description: Consideration for approval of events hosted by Christ Church of South Metro Atlanta. Open to the public.

Background/History:

Consideration for approval of multiple events at Shamrock Park hosted by the Christ Church of South Metro Atlanta.

June 5th from 5:00 pm-8:00 pm. Scavenger Hunt-Open to the public. The event is at Shamrock Park.

June 12, 19, and 26, all events from 6-7:30 pm. Games and snacks at Shamrock Park. The event is open to the public.

July 10, 17, 24, and 31, all events from 6-7:30 pm. Games and snacks at Shamrock Park. The event is open to the public.

Hosted by: Christ Church of South Metro Atlanta

Contact: Anna Barrow, Admin Assistant

Findings/Current Activity:

Pending approval

Is this a budgeted item? N/A If so, include budget line number: _____

Actions/Options/Recommendations:

Approval



COUNCIL ITEM AGENDA REQUEST FORM

Department: Tyrone Recreation

Meeting Date: May 2, 2024

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description: Consideration for approval of fundraiser tournament.

Background/History:

Consideration for approval of fundraiser event on one field at Doreatha Red Wine Park. The competitors are all first responders. Date: November 16th, time: The benefit is for the L.E.G.A.C.Y. (Leadership, Education, Guidance, Advocacy, and Counseling for Youth), Inc. (A Georgia Not for Profit Corporation), and community-based initiative dedicated to fostering positive relationships between first responders, our youth, and residents in our community.

They are organizing the First Responder/Community Kickball Competition on November 16th, 2024, or the closest available date thereafter at your esteemed softball fields. The purpose of this event is to bring together first responders from surrounding areas and community members in a fun and engaging way, promoting teamwork, camaraderie, and the importance of community connections. Their slogan for this event is "Kick Out Violence," emphasizing our collective commitment to building a safer and more united community.

Findings/Current Activity:

Pending approval

Is this a budgeted item? N/A If so, include budget line number: _____

Actions/Options/Recommendations:

Approval



Radio One, Inc.
4405 International Blvd
Suite B-118
Norcross, GA 30093 US
(678) 218-9900
www.kelrad.com

ADDRESS

Major Van Brock
City of Tyrone / Police
Department
950 Senoia Rd
Tyrone, GA 30290

SHIP TO

Major Van Brock
City of Tyrone / Police
Department
950 Senoia Rd
Tyrone, GA 30290

Estimate 9705

DATE 04/23/2024

PRODUCT / SERVICE	QTY	RATE	AMOUNT
EF VM7000 Kenwood VM7000 Dual Deck, Single Remote KCH-20 with accessories; Primary Band 7/800 MHz, Secondary Band VHF, P25 conventional, P25 Phase 1 Trunking, P25 Phase 2 TDMA, OTAP, OTAR, DES, AES Multi-Key Encryption, P-25 Data Trunking, GPS, Instant Recording,(2) KES- 5 External Speaker, gps ant, and 3 years warranty.	2	7,472.88	14,945.76T
Programming* Programming by Fayette Co. 911 Comm	1	0.00	0.00
Misc Accessories 800 mhz, Low profile Antenna Kit	2	74.00	148.00T
Misc Accessories Standard 1/4 wave VHF Antenna Kit	2	35.00	70.00T
Shipping to Customer* Shipping charges. Radios delivered to customer office	1	75.00	75.00T

Major Van Brock
City of Tyrone / Police Department
950 Senoia Rd
Tyrone, GA 30290

Attached is your Radio One Estimate. We appreciate your business!

SUBTOTAL 15,238.76
TAX 0.00

Radio One, Inc. - Celebrating 27+ Years of providing the Southeast with the highest quality radio communications systems, products, engineering and technical services.

TOTAL	\$15,238.76
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Accepted By

Accepted Date



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 2, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Consideration to purchase 2 Kenwood VM7000 In Car Radios for two Criminal Investigation Division Vehicles

BACKGROUND:

Included in our approved 2024 Budget, were two in car radios for the two Criminal Investigation Vehicles. These vehicle currently do not have in car radios installed. The cost for two radios is \$15,238.76. The radios if approved, will be purchased from the Equipment Capital Outlay Line Item in the Public Safety Budget.

FUNDING:

100-30-54-2001

STAFF RECOMMENDATION:

To approve the purchase of 2 Kenwood VM7000 In Car Radios for two Criminal Investigation Division Vehicles for the amount of \$15,238.76.

ATTACHMENTS:

Radio One Quote

PREVIOUS DISCUSSIONS:

2024 Budget Workshop



COUNCIL AGENDA ITEM COVER SHEET
Meeting Type: Council - Regular
Meeting Date: May 2, 2024
Agenda Item Type: Consent Agenda
Staff Contact: Chief Randy Mundy

STAFF REPORT

AGENDA ITEM:

Consideration to purchase a Kustom Smart VMS 11 Autonomous Portable Changeable Message Sign in the amount of \$16,975.00

BACKGROUND:

Included in our approved 2024 Budget, was the purchase of a Kustom Smart VMS 11 Autonomous Portable Changeable Message Sign. The cost of the unit is \$16,975.00 under State Contract. The sign if approved, will be purchased from the Federal Confiscated Asests Fund 211.

FUNDING:

211-30-54-2001

STAFF RECOMMENDATION:

To approve the purchase of a Kustom Smart VMS 11 Autonomous Portable Changeable Message Sign in the amount of \$16,975.00

ATTACHMENTS:

Kustom Signals Quote

PREVIOUS DISCUSSIONS:

2024 Budget Workshop

Quote Number 00010906



Section VI, Item 6.

KUSTOM SIGNALS, INC.

Prepared By Sydney Burke
Phone (913) 428-3279
Fax (913) 492-1703
Email sburke@kustomsignals.com

Address 10901 W. 84th Terrace, Suite 100
Lenexa, KS 66214
United States

Created Date 4/23/2024
Expiration Date 7/23/2024

Quote To:

Name Major Van Brock
Bill To Name TYRONE POLICE DEPT
Bill To 950 SENOIA RD
TYRONE, GA 30290-9537
USA

Ship To Name TYRONE POLICE DEPT
Ship To 950 SENOIA RD
TYRONE, GA 30290-9537
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
1509	1.00	SMART VMS II Autonomous - Portable Changeable Message Sign, 4' x 6.5' FULL matrix LED display, 4x 6VDC batteries, 170W solar, AC charger, MPPT solar charge controller, and electro-hydraulic mast.	\$16,250.00	\$16,250.00
5053	1.00	Traffic Data Recording System w/ flash card NOTE: Traffic Stats not accessible remotely with 4G modem	\$725.00	\$725.00

Totals

Subtotal	\$16,975.00
Shipping and Handling	\$0.00
Total Amount	\$16,975.00

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

NOTE: CUSTOMER WILL PICK UP ATLANTA DEPOT

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____

Quote Number 00010906

Section VI, Item 6.



Prepared By Sydney Burke
Phone (913) 428-3279
Fax (913) 492-1703
Email sburke@kustomsignals.com

Address 10901 W. 84th Terrace, Suite 100
Lenexa, KS 66214
United States
Created Date 4/23/2024
Expiration Date 7/23/2024

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR").

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supercedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas.

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature
Name
Title
Date



950 Senoia Road | Ste. A | Tyrone, GA 30290

Phone: (770) 487-4038 | Fax: (770) 487-4529

April 19, 2024

Mr. John Orr
Atlanta Regional Commission
Transportation Access and Mobility Division
229 Peachtree Street, STE 100
Atlanta, GA 30303

RE: ARC TIP Project Solicitation Letter of Commitment
Project FA-02 2024: Local-Let Resurfacing Project

Dear John,

Fayette County is submitting the above-referenced project in response to the ARC 2024 Project Solicitation. This submittal includes work to be performed in the Town of Tyrone for Tyrone Road/Palmetto Road. The total estimated cost for the Town of Tyrone’s project (all phases) is \$958,926.45. Of that amount, we are seeking \$767,141.16 in federal and/or state aid and are committed to providing the local match of \$191,785.29. The Town’s local match portion of \$191,785.29 will be funded through the Town’s General Funds.

A Resolution documenting the Town’s political and financial support of this project will be brought before our Town Council on or before June 20, 2024 and subsequently provided to Fayette County and ARC. I understand the Resolution is required prior to programming in the TIP.

Please contact our Public Works Director, Mr. Scott Langford, at slangford@tyrone.org or 770-487-4038 if you have questions or concerns about this project or letter of commitment. On behalf of the citizens of the Town of Tyrone, I thank you and the ARC for consideration of this application.

Sincerely,

Eric Dial
Mayor, Town of Tyrone



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 2, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to commit funding for the ARC TIP Project FA-02 2024 Local Let Resurfacing Project in the amount of \$191,785.29.

BACKGROUND:

As part of the State’s Transportation Improvement Plan, the County has invited the Town of Tyrone to participate in this grant application and project. Palmetto Road and Tyrone Road (1.75 miles) are candidates for this project based on their GDOT classification level. Fayette County has estimated the project cost at \$958,926.45. This grant is a split of 80% (Federal) and 20% (local). This means the grant will fund \$767,141.16 and the Town will pay \$191,785.29 for this work. Upon approval to commit funding the Town’s portion of the project, the County will send in the application with the Town’s commitment letter. The Town will also have to adopt a Resolution documenting the Town’s political and financial support to the project.

FUNDING:

General Fund – Public Works Fund 100-40-52.2205

STAFF RECOMMENDATION:

Staff recommends committing to the funding of \$191,785.29 for the ARC TIP project County project number FA-02 2024: Local Let Resurfacing Project.

ATTACHMENTS:

Commitment Letter - Unexecuted

PREVIOUS DISCUSSIONS:

Staff comment at April 4, 2024 Council Meeting

Proclamation

55th Annual Professional Municipal Clerk's Week May 5 – May 11, 2024

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government, exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community.

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, WE, The Mayor & Members of the Town Council, do hereby recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Dee Baker and Ciara Willis (Asst.), and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS THEREOF, I have hereunto set my hand, and have caused the Official Seal of the Town of Tyrone, Georgia, to be affixed this the 2nd day of May, 2022.

**MAYOR AND COUNCIL
TOWN OF TYRONE**

Eric Dial, Mayor

Dee Baker, Town Clerk
Attest



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 2, 2024

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to award the 2024 Roadway Crack Sealing project PW-2024-29 to Deep South Industrial Services, Incorporated for \$35,545.16.

BACKGROUND:

Asphalt preventative maintenance is a proven technique to extend the life of asphalt roads. One of the common techniques is crack sealing. The Town of Tyrone bid out 3.8 centerline miles of two lane roads and 0.07 centerlane miles of four lane roads to be crack sealed. The locations of these roads are Carriage Oaks (commercial area), Kirkley Rd, Handley Rd, Tyrone Rd (RR to Handley), Senoia Rd (Powers Court), Arrowood, Castlewood, Peggy Lane. Bids were received and opened on April 24, 2024 at 10 AM and read aloud at the Town Hall. The lowest responsive and responsible bidder was Deep South Industrial Services, Incorporated at \$35,545.16.

FUNDING:

General Fund – Public Works Fund 100-40-52.2205

STAFF RECOMMENDATION:

Staff recommends award of the 2024 Roadway Crack Sealing project PW-2024-29 to Deep South Industrial Services, Incorporated for the amount \$35,545.16.

ATTACHMENTS:

Bid tabulation

PREVIOUS DISCUSSIONS:

None



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: May 2, 2024

Agenda Item Type: New Business

Staff Contact: Scott Langford

STAFF REPORT

AGENDA ITEM:

Consideration to Award the 2024 Stormwater Inspection Services project PW-2024-28 to Integrated Science and Engineering, Incorporated for the fee of \$9,738.

BACKGROUND:

Under the Georgia Environmental Protection Division (EPD) compliance requirements, the Town inspects the Town owned stormwater infrastructure over a 5-year period. The Town inspects its infrastructure every year at approximately 20% per year and reports this information to EPD. Town staff has obtained a professional consultant to assist in meeting this requirement. This service includes inspections and integrating the inspections through deliverables that will transfer into the Town’s GIS system. The cost for this service is \$9,738.

FUNDING:

General Fund – Public Works Fund 100-40-52.1300

STAFF RECOMMENDATION:

Staff recommends Awarding the 2024 Stormwater Inspection Services to Integrated Science and Engineering, Incorporated for the fee of \$9738.

ATTACHMENTS:

Proposal

PREVIOUS DISCUSSIONS:

FY23/24 Budget Meetings

**PROPOSAL FOR
2024 Stormwater Inspection Services**

Project Number: PW-2024-28

Prepared March 26, 2024

Town of Tyrone

Sections

- 1 – *Work Schedule*
- 2 – *Statement of Work and Scope of Work*
- 3 – *Required Documents*
- 4 – *Terms and Conditions*
- *Appendix A – Inspection Area Maps*
- *Appendix B – Agreement*

1.0 WORK SCHEDULE

Within 30 days of receipt of a Notification to Proceed from the Town, the contractor will complete work and provide deliverables in accordance with the Statement of Work and Scope of Work for all Type A Pipes in Inspection Areas 1 and 2.1 as shown in Appendix A.

Within 60 days of receipt of a Notification to Proceed, the contractor shall complete work and provide deliverables in accordance with the Statement of Work and Scope of Work for all pipes and structures (all types) in Areas 1-4 as shown in Appendix A.

2.0 STATEMENT OF WORK AND SCOPE OF WORK

2.00 The Town has need for stormwater infrastructure inspection services related to the assessment of stormwater pipes and structures. The Town desires to enter into a contract with a qualified firm to perform these inspections. The Firm will provide the services based on the unit prices established in the Contract. The specific areas of inspections required are shown on the maps in Appendix A.

2.01 The following statement of work that will be necessary and shall be included are, but are not limited to:

- Stormwater pipe inspections shall include:
 - Inventory information collection update of the Towns existing ArcGIS inventory database.
 - Inspection and data entry into ArcGIS.
 - Condition assessment and corresponding maintenance prioritization.
- Stormwater structures inspections shall include:
 - Inventory information collection update of the Towns existing ArcGIS inventory database.
 - Inspection and data entry into ArcGIS.
 - Condition assessment and corresponding maintenance prioritization.
- Status meetings between contracted inspectors and Town staff after completion of each inspection area (see Areas 1-4 in the appendix).
- Provision of direct notification to the Town's staff in the event of discovery of a public safety

concern requiring further attention from the Town. Contact Project Manager, Devon, at 770-487-4038. Leave a voicemail if not call not answered.

- In the event of a catastrophic public safety concern/ emergency - call 911. The voicemail shall include an approximate address, a brief description of the affected infrastructure as well as the nature of the concern.
- In addition, a notification email shall be provided to the Town within 1 business day² of the initial inspection to advise regarding imminent public safety concerns. The notification email shall include an approximate address, a brief description of the affected infrastructure, a photo if possible as well as the nature of the concern.
- Preparation of the project deliverables.
 - Updated ArcGIS Layer Package - The Town will provide the ArcGIS shapefiles to the Firm. One shapefile will contain pipe data, the other will contain structure data. The Firm will edit each shapefile to include the inspection and assessment data for the pipes and structures as depicted on the RFP maps in Appendix A.
- Provision of photos of pipes under the roadway (Type A pipes) and photos of "Priority" maintenance priority rankings. Photos shall be submitted to the town in JPEG format with date stamp and with each photo labeled with pipe or structure number. Photo from cell phone or tablet is acceptable. The Town is only requesting the use of a pole camera or an acceptable proprietary scoping camera for Type A pipes.

2.02 The following statement of work details the data to be collected during inspections and included in the project deliverables that shall be included:

- **Pipes:** Type A Pipes include pipes located under roadways, Type B pipes include all other applicable pipes. Data collected during stormwater pipe inspections for deliverable shall include -
 - a. Pipe Type:
 - i. Circular
 - ii. Elliptical
 - iii. Box Culvert
 - iv. Other
 - b. Pipe Material:
 - i. BCCMP
 - ii. CMP
 - iii. RCP
 - iv. HDPE
 - v. PVC
 - vi. Other
 - c. Pipe Height:
 - i. Numerical value in inches
 - d. Pipe Width:
 - i. Numerical value in inches
 - e. Sedimentation Upstream:
 - i. None
 - ii. 1% - 25% of Pipe Diameter
 - iii. 26% - 75% of Pipe Diameter
 - iv. 76% - 100% of Pipe Diameter

- f. Sedimentation Downstream:
 - i. None
 - ii. 1% - 25% of Pipe Diameter
 - iii. 26% - 75% of Pipe Diameter
 - iv. 76% - 100% of Pipe Diameter
- g. Corrosion Upstream:
 - i. None:
 - ii. Minor:
 - 1. Invert corrosion is primarily cosmetic and does not appear to affect functionality of the pipe.
 - iii. Moderate:
 - 1. Invert is rusted out through < 25% of the pipe, but overall, pipe appears to be functioning as intended and not in imminent danger of structural or functional failure.
 - iv. Severe:
 - 1. Invert is rusted out through >25% of the length of the pipe. The pipe is in need of repair or replacement to prevent structural or functional failure.
 - v. Unable to Assess:
 - 1. Contact owner and report if unable to assess.
- h. Corrosion Downstream:
 - i. None:
 - ii. Minor:
 - 1. Invert corrosion is primarily cosmetic and does not appear to affect functionality of the pipe.
 - iii. Moderate:
 - 1. Invert is rusted out through < 25% of the pipe, but overall, pipe appears to be functioning as intended and not in imminent danger of structural or functional failure.
 - iv. Severe:
 - 1. Invert is rusted out through >25% of the length of the pipe. The pipe is in need of repair or replacement to prevent structural or functional failure.
 - v. Unable to Assess:
 - 1. Contact owner and report if unable to assess.
- i. Maintenance Priority:
 - i. "None" shall be assigned if -
 - 1. "Remedial" or "Priority" assignment unnecessary
 - 2. Pipe is functioning as intended
 - ii. "Remedial" shall be assigned if -
 - 1. Sediment Upstream and/or Sediment Downstream is "26% - 75% of Pipe Diameter"
 - 2. Corrosion Upstream and/or Corrosion Downstream is "Moderate"
 - 3. Condition(s) described in "Notes" or identified by the inspector is/are beginning to impact the pipe's functional capacity but is/are not yet

creating a public safety concern.

- iii. "Priority" shall be assigned if -
 - 1. Sediment Upstream and/or Sediment Downstream is "76% - 100% of Pipe Diameter"
 - 2. Corrosion Upstream and/or Corrosion Downstream is "Severe"
 - 3. Existing structural and/or functional failure of the pipe associated with condition(s) described in "Notes" or otherwise identified by the inspector is/are creating an imminent threat to public safety.

j. Inspection Date:

- i. Do not change this attribute.

k. Inspector:

- i. Inspector name

l. Notes (shall include the following notes if applicable):

- i. Pipe Length (in linear ft) – indicate pipe length for type A pipes if significantly different than the shape length shown in GIS

ii. Cracking (if present):

- 1. Concrete pipes only

iii. Physical Damage (minor or major)

iv. Joint Separation (if present):

- 1. Shall be noted if joint separation is creating a structural or functional concern.

v. Out-of-Round (for circular pipes only):

- 1. Pipe height and width measurements shall be updated accordingly.

vi. Scour (if present)

vii. Sinkhole formation (if present):

- 1. Inspector shall note if sinkhole is developing adjacent to or in the direction of the road.

viii. A note regarding the type of work recommended.

ix. Other notes deemed necessary by the Town or the inspector to better understand the condition and function of the pipe.

m. Pipe ID- Do Not Change this Attribute.

n. Driveway Pipe & Ditches:

- i. Driveway pipes and Ditches are not to be included in the scope of work.
- ii. If pipes are determined to be a driveway pipe (meaning it only provides right-of-way access to/from an individual property and does not share a direct, physical connection to a stormwater structure in the project order), please contact the Town for confirmation before updating from "No" to "Yes".

o. Pipe Inspection Completion:

- i. Change pipe inspection checked to "Yes" after inspection and updated data entry is complete.

p. Ownership:

- i. Do Not Change this Attribute.

q. Inspection Date 2:

- i. Include inspection date and time.

- **Structures:** Data collected during all stormwater structure inspections for the deliverable shall

include -

- a. Structure Type: (verify and update existing information as needed)
 - i. Catch Basin (Type A on Bid Form)
 - ii. Outlet Control Structure (Type A on Bid Form)
 - iii. Junction Box (Type A on Bid Form)
 - iv. Drop Inlet including Grate, Pedestal Top, Weir and Yard Inlets (Type A on Bid Form)
 - v. End-of-Pipe including Flared End Sections (Type B on Bid Form)
 - vi. Inlet or Outlet Headwall (Type B on Bid Form)
 - vii. Other
- b. Structure Material:
 - i. Pre-cast concrete
 - ii. Cast-in-place concrete
 - iii. Metal
 - iv. HDPE
 - v. Brick
 - vi. Other
- c. Structure Damage:
 - i. None
 - ii. Minor:
 - 1. Cosmetic damage is present. Damage does not appear to be impacting the overall function of the structure.
 - iii. Moderate:
 - 1. Damage does not currently have a significant impact on the structure's function, functional impact limited to structure's capacity to facilitate positive drainage from the Town's right-of-way (not including the roadway). Damage may accelerate functional failure if preventative maintenance and/or repairs not completed.
 - iv. Severe:
 - 1. Damage is significantly impacting the structure's function, such that that associated system cannot facilitate positive drainage away from the roadway and right-of-way.
 - v. Public Safety Hazard:
 - 1. Damage is significantly impacting the structure's function, such that that associated system cannot facilitate positive drainage away from the roadway and right-of-way. The damage substantially increases the risk of hydroplaning and/or impacts roadway accessibility for emergency services.
- d. Structure Sediment:
 - i. None
 - ii. 1% - 25% of Pipe Diameter
 - iii. 26% - 75% of Pipe Diameter
 - iv. 76% - 100% of Pipe Diameter
- e. Structure Debris:
 - i. None

- ii. Minor:
 - 1. < 25% blockage of structure
- iii. Moderate:
 - 1. > 25% blockage of structure
- iv. Significant:
 - 1. >75% blockage of structure
- f. Water:
 - i. Standing
 - ii. Flowing
 - iii. None
- g. Maintenance Priority:
 - i. "None" shall be assigned if -
 - 1. "Remedial" or "Priority" assignment unnecessary
 - 2. Pipe is functioning as intended
 - ii. "Remedial" shall be assigned if -
 - 1. Structure Damage is "Moderate".
 - 2. Sediment Upstream and/or Sediment Downstream is "26% - 75% of Pipe Diameter".
 - 3. Structure Debris is "Moderate".
 - 4. Condition(s) described in "Notes" or identified by the inspector is/are beginning to impact the pipe's functional capacity but is/are not yet creating a public safety concern.
 - iii. "Priority" shall be assigned if -
 - 1. Structure Damage is "Severe" or "Public Safety Hazard"
 - 2. Sedimentation is "76% - 100% of Pipe Diameter"
 - 3. Structure Debris is "Severe".
 - 4. Existing structural and/or functional failure of the pipe associated with condition described in "Notes" or otherwise identified by the inspector is creating an imminent threat to public safety.
- h. Inspection Date:
 - i. Do not change this attribute.
- i. Field Notes (shall include the following notes if applicable):
 - i. Seepage (if present)
 - ii. Scour (if present)
 - iii. Sinkhole formation (if present):
 - 1. Inspector shall note if sinkhole is developing adjacent to or in the direction of the road.
 - iv. A note regarding the type of work recommended:
 - 1. As necessary, recommendations shall include, but are not limited to: grouting, invert paving or patching, re-pour/ replace structure, repair/ open crushed end-of pipe, repair sinkhole/ scour
 - 2. Other notes deemed necessary by the Town or the inspector to better understand the condition and function of the pipe.
 - v. Re-assessed:
 - 1. Change to "Yes" after inspection and updated data entry is complete.

- vi. Re-Assessment Year:
 - 1. Enter current year.
- vii. Master ID - Do Not Change this attribute.
- viii. Ownership - Do Not Change this attribute.
- j. Inspection Date 2:
 - i. Inspection date and time

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

- 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 work shall become the property of the Town. The Town will provide two ArcGIS shapefiles, one for pipes and the other for structures, to the Firm. The Firm will edit the data to include the inspection and assessment data for the pipes and structures. The Firm will deliver to the Town within two weeks of written request from the Town. Most deliverables are expected to be received in electronic format. Data entry and edits shall be in ArcGIS. Photos shall be submitted to the town in JPEG format with date stamp and with each photo labeled with pipe or structure number.
- Notify Project Manager at least two business days prior to beginning inspections and when inspections are complete for each inspection area. Schedule meeting with Project Manager to discuss inspection findings after the completion of each inspection area.
- Notify Project Manager if any pipes or structures are found that were not on the inventory. The Town will then decide if the structure needs to be added to the scope of work per the unit price for the item.
- Notify Project Manager if any pipes or structures are not found that were on the inventory. The Town will then decide if the structure needs to be deleted from the scope of work per the unit price for the item.
- 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 Firm and the Public Works Director.

3.00 Required Documents

Please complete and return the following documents to the Town:

- Unit Price Sheet (see section 3.01)
- CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-91(b) (1)
- Insurance Certificate ACORD 25 form
- Appendix B - Agreement

**2024 Stormwater Inspection Services
PW-2024-28**

Fee Proposal

3.01 UNIT PRICE SHEET

No	Items in Inspection Areas 1-4 (Appendix A)	Estimate Quantity	Unit	Unit Price	Total Price
1.	Pipe Type A (pipes under road), Pipe Inspection, Assessment, Data collection in ArcGIS, Pipe Scoping Camera Photo Complete	80	Each	\$ 31	\$ 2,480
2.	Pipe Type B (pipes not under road), Pipe Inspection, Assessment, Data collection in ArcGIS, Priority Photo Complete	118	Each	\$ 31	\$ 3,658
3.	Structure Type A, Inspection, Assessment, Data collection in ArcGIS, Priority Photo Complete	183	Each	\$ 15	\$ 2,745
4.	Structure Type B, Inspection, Assessment, Data collection in ArcGIS, Priority Photo Complete	57	Each	\$ 15	\$ 855

Total Price - \$ **9,738**

Section 3.02

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:

#106037

Federal Work Authorization User Identification Number

03/10/2008

Date of Authorization

Integrated Science & Engineering, Inc.

Name of Contractor

PW-2024-28: 2024 Stormwater Inspection Services

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 March,
27th, 20 24 in (city) Newnan, (state) Georgia

Signature of Authorized Officer or Agent

Leslie R. Baer

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 27th DAY OF March, 20 24.

NOTARY PUBLIC

My Commission Expires:

July 28, 2025

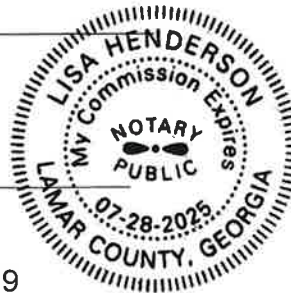


Exhibit A

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)(I), with this affidavit.

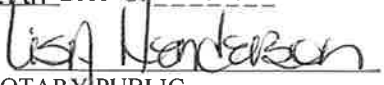
The secure and verifiable document provided with this affidavit can best be classified as: (Driver's License, Driver's License Passport, etc. - Attach copy)

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 Newnan (city) Georgia (state).



 Signature of Applicant
Lawrence H. (Dan) Davis, Jr., P.E.
 Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON
 THIS THE
27th DAY OF March, 2024

 NOTARY PUBLIC
 My Commission Expires: July 28, 2025



4.0 Terms and Conditions

4.01 FIRM GENERAL RESPONSIBILITIES

- A. Notification to the Town if work to be performed is outside the scope of what was identified in the original Project Order agreement.
- B. 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 2 work days prior to any activity rescheduling. Correspondence may occur via email (preferred) or phone call.
- C. The Firm shall provide competent, suitable and qualified personnel to perform the work as required for each Project Order.
- D. Firm's vehicles used inside the Town shall be in good repair, free from leaking fluids and properly registered.
- E. The Firm is required to follow MUTCD when working within any Town Right-of-Way. Cost for this shall be included in the bid prices.
- F. 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.
- G. Contactor shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

4.02 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
 - i. Bodily and Personal Injury, Property Damage and Contractual: \$1,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate
 - ii. General Aggregate Limits shall apply per Project
 - B. Comprehensive Automobile Liability
 - i. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence
 - ii. Any Auto including Hired and Non-Owned liability coverage is required.
 - C. Workers Comprehensive
 - i. 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. The Town must be listed as "additional insured" on the policy of insurance as follows: Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.
 - E. 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.

4.03 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.

4.04 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.

4.05 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.

4.06 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.

4.07 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.

4.08 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.

4.09 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.

4.10 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.

4.11 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.

Appendix A - Inspection Area Maps

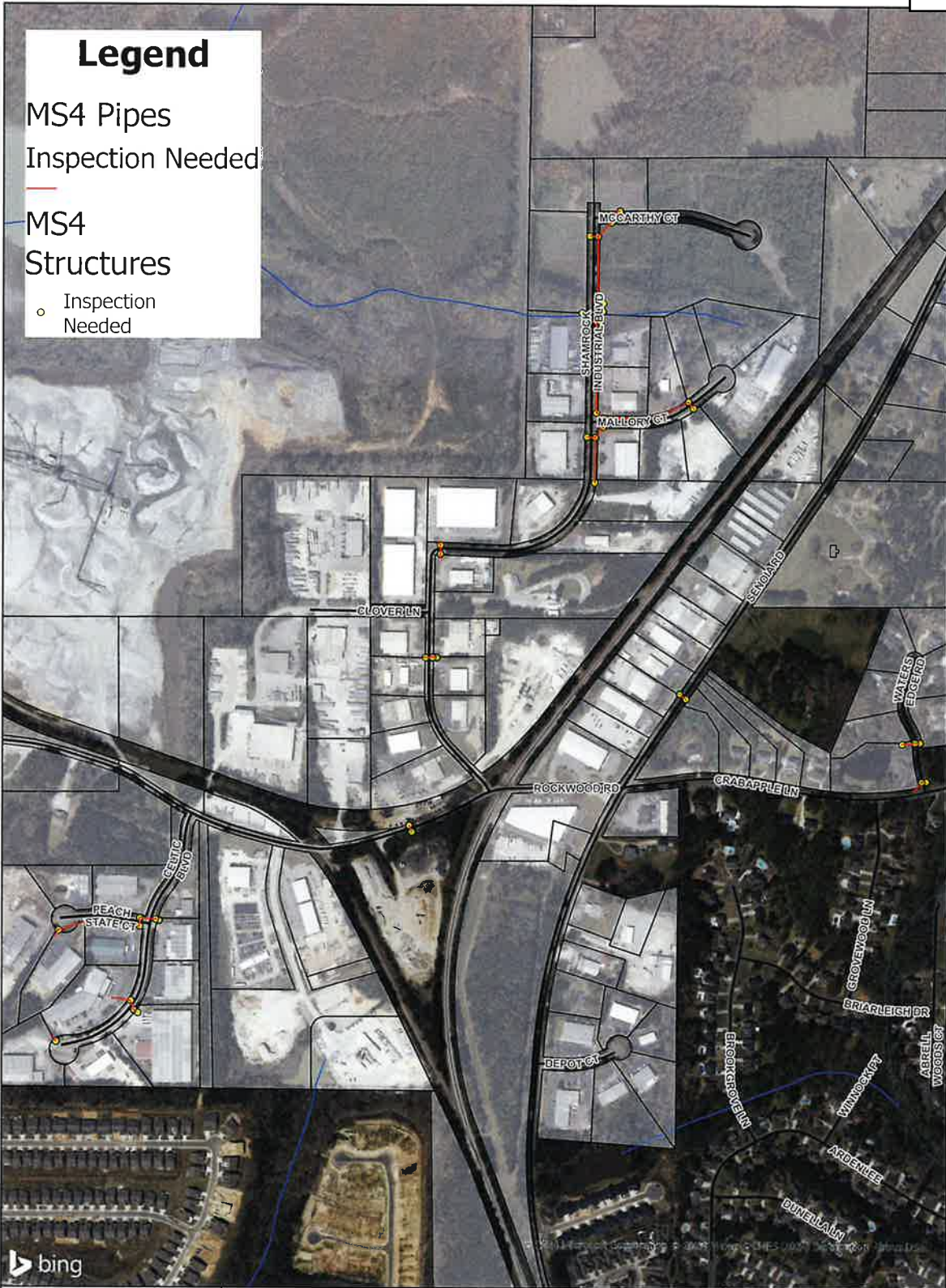
Town of Tyrone - Fiscal Year 2023-2024 Stormwater Inspection Services

Legend

MS4 Pipes
Inspection Needed

MS4 Structures

○ Inspection Needed

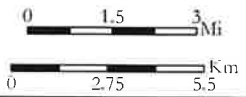


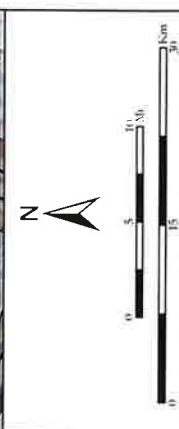
Area 1 - MS4 Inspections

Town of Tyrone FY 2023-2024
 Area 1 MS4 Inspections - Shamrock Industrial Park, Senoia Rd (as shown), and Waters Edge Rd.
 Contains approximately 41 pipes and 46 structures.

2024

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere





Area 2 - MS4 Inspections	
Town of Tyrone FY 2023-2024 Area 2 MS4 Inspections - South Hampton Subdivision - Landed area near Brunswick Dr. Contains approximately 41 pipes and 33 Structures.	
	2024
Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere	



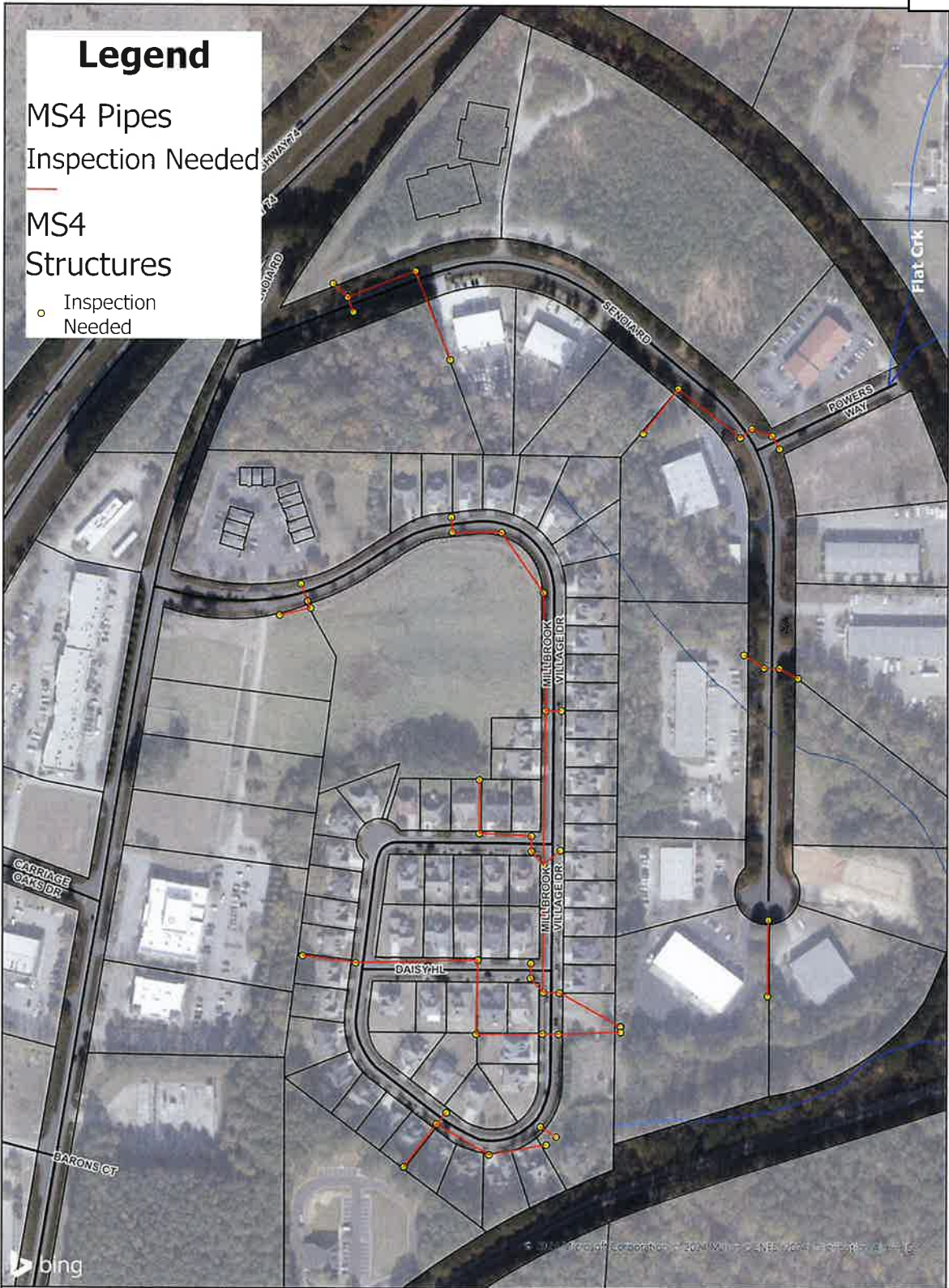
TOWN OF TYRONE
 1827

Legend

MS4 Pipes
Inspection Needed

MS4
Structures

○ Inspection
Needed

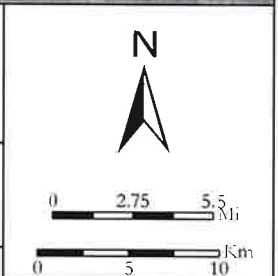


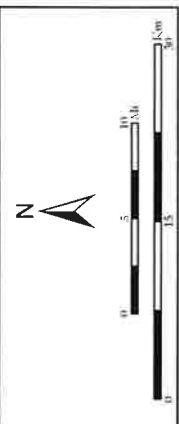
Area 3 - MS4 Inspections

Town of Tyrone FY 2023-2024
Area 3 MS4 Inspections - Powers Court
Subdivision and Millbrook Village Subdivision
Contains approximately 43 pipes and 52 Structures.

2024

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

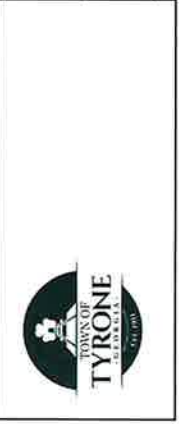




Area 4 - MS4 Inspections

Town of Tyrone FY 2023-2024
 Area 4 MS4 Inspections - River Oaks Subdivisions - All of Phase II and Portion of Phase I
 Contains approximately 75 pipes and 89 Structures.

Coordinate System: NAD 83 Web Mercator Auxiliary Sphere



Appendix B - Agreement

Town of Tyrone - 2024 Stormwater Inspection Services
Project: PW-2024-28

AGREEMENT

2024 Stormwater Inspection Services Project#: PW-2024-28

This Agreement, made this day of March 27th, 2024 by and between The Town of Tyrone, GA (hereinafter in this Agreement called "Owner") and Integrated Science & Engineering, Inc. (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 stormwater infrastructure inspection services as described elsewhere in the contract documents.
2. The Consultant will provide stormwater infrastructure inspection services per the unit rates as described **elsewhere in the contract documents.**
3. The term "Contract Document" means and includes the following in order of importance:
 - a) This Agreement
 - b) Consultant's Unit Price Sheet/ Fee Proposal Form
 - c) The Proposal, including Work Schedule, Statement of Work & Scope of Work, Terms & Conditions, Appendices, & other components
 - d) Certificate of Insurance
 - e) Consultant's Affidavit under O.C.G.A. § 13-10-91 (b)(1)
 - f) 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 fast above written.

OWNER:

CONSULTANT:

(Signature)

(Signature)

(Printed Name)

Lawrence H. (Dan) Davis, Jr., P.E.

(Printed Name)

(Title)

President

(Title)

1039 Sullivan Road, Suite 200, Newnan, GA 30265

(Address)

ATTEST (COMPLETED BY OWNER):

(Signature)

(Printed Name)

(Title)

58-1286525

(Employer Identification Number)

